

<b>INFORMATION TO OFFERORS OR QUOTERS</b>  (Section A - Cover Sheet)	<b>1 SOLICITATION NO.</b>  N00174-04-R-0002	<b>2. (X one)</b> <input type="checkbox"/> a. SEALED BID <input type="checkbox"/> b. NEGOTIATED (RFP) <input checked="" type="checkbox"/> c. NEGOTIATED (RFQ)
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**INSTRUCTIONS**

**NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.**

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitation involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Forms 18 and 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modification of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals".

The envelope used in submitting your reply must be plainly marked with Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

<b>3. ISSUING OFFICE (Complete mailing address, including Zip Code)</b>	<b>Contracts</b> Indian Head Div, NAVSURFWARCEN, BLDG. 1558 101 Strauss Avenue Indian Head, Md. 20640
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<b>4. ITEM TO BE PURCHASED (Brief description)</b> Training Aids and Devices	
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<b>5. PROCUREMENT INFORMATION (X and complete as applicable)</b>
<input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED
<input checked="" type="checkbox"/> b. THIS PROCUREMENT IS A 100% SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section 1 of the Table of Contents in this solicitation for details of the set-aside.)
<input checked="" type="checkbox"/> (1) Small Business <input type="checkbox"/> (2) Labor Surplus Area Concern <input type="checkbox"/> (3) Combined Small Business/ Labor Area Concern

**6. ADDITIONAL INFORMATION:**  
  
**PREVIOUS HISTORY:**  
  
**INCUMBENT CONTRACTOR: J. F. Taylor, Inc.**  
 Award Date: 26 August 1999  
 Contract Number: N00174-99-D-0020  
 Base Requirement Award Amount: \$5,661,101.45, Clins: 0001, (0002 Data)  
 Option I \$5,808,695.38  
 Option II \$5,962,293.48  
 Option III \$6,122,296.40  
 Option IV \$6,288,387.39

**FOR INFORMATION ON THIS PROCUREMENT WRITE OR CALL**

<b>7 NAME AND ADDRESS</b> Donna M. Chaney, Code 1141A ADDRESS SAME AS BLOCK 3	<b>TELEPHONE (Area Code, No. &amp; Ext.)</b> (301) 744-6656 Fax: (301) 744-6546	<b>NO COLLECT CALLS</b>
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8. REASONS FOR NO RESPONSE (X all that apply)			
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS <input type="checkbox"/> c. UNABLE TO IDENTIFY THE ITEM (s) <input type="checkbox"/> OTHER (Specify)	<input type="checkbox"/> b. CANNOT MEET DELIVERY REQUIREMENT <input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED		
9. MAILING LIST INFORMATION (X ONE)			
<input type="checkbox"/> YES <input type="checkbox"/> NO		WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENTS OF THE TYPE OF ITEM (s) INVOLVED	
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (Including Zip Code)	
c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) Date Signed (YYMMDD)

DD FORM 1707 REVERSE, MAR 90

FOLD

AFFIX  
STAMP  
HERE

FROM:

SOLICITATION NUMBER	
DATE (YYMMDD)	LOCAL TIME

TO: SUPPLY DEPARTMENT  
 INDIAN HEAD DIVISION, NSWC  
 101 STRAUS AVENUE  
 INDIAN HEAD, MARYLAND 20640  
 CODE:

FOLD

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-S10	PAGE OF PAGES 1 91
2. CONTRACT NO.		3. SOLICITATION NO. N00174-04-R-0002		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 10 Mar 2004	6. REQUISITION/PURCHASE NO. SER655M820
7. ISSUED BY NAVSEA INDIAN HEAD 101 STRAUSS AVE. ATTN: DONNA CHANEY 1141A CHANEYDM@IH.NAVY.MIL INDIAN HEAD MD 20640-5035			CODE N00174	8. ADDRESS OFFER TO (If other than Item 7)		CODE
			See Item 7		TEL: FAX	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

<b>SOLICITATION</b>		
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Contracts Building 1558</u> until <u>03:00 PM</u> local time <u>12 Apr 2004</u> (Hour) (Date)		
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.		
10. FOR INFORMATION CALL:	A. NAME DONNA CHANEY	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301/744-6656
C. E-MAIL ADDRESS chaneydm@ih.navy.mil		

11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.			
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE
			18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

## Section B - Supplies or Services and Prices

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QTY</u></b>
<b><u>UNIT</u></b>	<b><u>AMT</u></b>	
<b>BASE YEAR</b> (from date of award through 365 days)		
0001	The contractor shall provide for the analysis, design, development, fabrication, manufacturing, installation, implementation, testing, training, and program management support of training systems and electronic systems as set forth in Section C of the Contract.	1 LOT \$
SUMMARY OF CLIN 0001 PRICE		
	TOTAL COST (DL+OH+G&A)	\$ _____
	FIXED FEE	\$ _____
	TOTAL COST PLUS FIXED FEE	\$ _____
0002	Other Direct Cost Travel, Supplies/Material and Associates/ Consultants to Support Clin 0001	*NTE \$4,306,500.00
0003	Data in Support of Clin 0001 through 0003 and in accordance with DD For, 1423, Contract Data Requirements.	** NSP
TOTAL COST \$ _____		
TOTAL FIXED FEE \$ _____		
TOTAL COST PLUS FIXED FEE \$ _____		

**OPTION I** (Date option exercised through 365 days thereafter)

0004	The contractor shall provide for the analysis, design, development, fabrication, manufacturing, installation, implementation, testing, training, and program management support of training systems and electronic systems as set forth in Section C of the Contract.	1	LOT	\$
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## SUMMARY OF CLIN 0004 PRICE

TOTAL COST (DL+OH+G&A)	\$ _____
FIXED FEE	\$ _____
TOTAL COST PLUS FIXED FEE	\$ _____

0005	Other Direct Cost Travel, Supplies/Material and Associates/ Consultants to Support Clin 0004	*NTE	\$4,306,500.00
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0006	Data in Support of Clin 0004 through 0006 and in accordance with DD For, 1423, Contract Data Requirements.	** NSP
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<b>TOTAL COST \$</b>	_____
<b>TOTAL FIXED FEE \$</b>	_____
<b>TOTAL COST PLUS FIXED FEE \$</b>	_____

**OPTION II** (Date option exercised through 365 days thereafter)

0007	The contractor shall provide for the analysis, design, development, fabrication, manufacturing, installation, implementation, testing, training, and program management support of training systems and electronic systems as set forth in Section C of the Contract.	1	LOT	\$
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## SUMMARY OF CLIN 0007 PRICE

TOTAL COST (DL+OH+G&A)	\$	_____
FIXED FEE	\$	_____
TOTAL COST PLUS FIXED FEE	\$	_____

0008	Other Direct Cost Travel, Supplies/Material and Associates/ Consultants to Support Clin 0007	*NTE	\$4,306,500.00
0009	Data in Support of Clin 0007 through 0009 and in accordance with DD For, 1423, Contract Data Requirements.	** NSP	

<b>TOTAL COST \$</b>	_____
<b>TOTAL FIXED FEE \$</b>	_____
<b>TOTAL COST PLUS FIXED FEE \$</b>	_____

**OPTION III** (Date option exercised through 365 days thereafter)

0010	The contractor shall provide for the analysis, design, development, fabrication, manufacturing, installation, implementation, testing, training, and program management support of training systems and electronic systems as set forth in Section C of the Contract.	1	LOT	\$
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## SUMMARY OF CLIN 0010 PRICE

TOTAL COST (DL+OH+G&A)	\$	_____
FIXED FEE	\$	_____
TOTAL COST PLUS FIXED FEE	\$	_____

0011	Other Direct Cost Travel, Supplies/Material and Associates/ Consultants to Support Clin 0010	*NTE	\$4,306,500.00
0012	Data in Support of Clin 0010 through 0012 and in accordance with DD For, 1423, Contract Data Requirements.	** NSP	

<b>TOTAL COST \$</b>	_____
<b>TOTAL FIXED FEE \$</b>	_____
<b>TOTAL COST PLUS FIXED FEE \$</b>	_____

**OPTION IV** (Date option exercised through 365 days thereafter)

0013	The contractor shall provide for the analysis, design, development, fabrication, manufacturing, installation, implementation, testing, training, and program management support of training systems and electronic systems as set forth in Section C of the Contract.	1	LOT	\$
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## SUMMARY OF CLIN 0013 PRICE

TOTAL COST (DL+OH+G&A)	\$ _____
FIXED FEE	\$ _____
TOTAL COST PLUS FIXED FEE	\$ _____

0014	Other Direct Cost Travel, Supplies/Material and Associates/ Consultants to Support Clin 0013	*NTE	\$4,306,500.00
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0015	Data in Support of Clin 0013 through 0015 and in accordance with DD For, 1423, Contract Data Requirements.	** NSP	
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TOTAL COST \$	_____
TOTAL FIXED FEE \$	_____
TOTAL COST PLUS FIXED FEE \$	_____

**\* NOT TO EXCEED – Inclusive of G&A, Fee is prohibited on Travel And Associates/Consultants.  
Fee is allowed on Supplies/Materials**

**\*\* NOT SEPARATELY PRICED**

## NOTES:

1. The guaranteed minimum amount of **\$10,000.00** is for the base year only.
2. Definition of Contractor - The term contractor as used in this solicitation is defined to include the prime contractor and subcontractors with who the prime contractor has entered into firm commitments prior to award.
3. Definition of Associate/Consultant - For the purpose of this contract, associate/consultant is defined as an expert/specialist person/persons whose expertise is required to assist/support the contractors own team in the

performance of a task order. These specialized associate/consultant subcontract services shall be incidental to the contractors performance. In accordance with FAR 52.244-2 and other provisions that may be set forth herein, written approval of an associate/consultant subcontract proposed with respect to performance of a delivery order requirement under this contract shall be obtained from the contracting/ordering officer prior to use of these subcontract services. Associates/consultants need not be identified upon submission of offerors original proposal upon which award shall be based but, if applicable, shall be identified in proposals submitted in response to task order tasks issued under this contract.

4. By submission of an offer and execution of a contract, the contractor agrees that in performance of the contract, the contractor will perform 50% or more of the total cost of each individual Task Order.

5. A definitive DD Form 1423 shall be attached to each task order. The DD Form 1423 attached hereto, in Section J, covers requirements with respect to the basic contract only.

6. All offerors are required to submit their plans for Evaluation of Compensation for Professional Employees as part of their original proposal. This requirement is in accordance with FAR 52.222-46.

**7. NOTIFICATION TO OFFERORS REGARDING SUBCONTRACTOR FEE:**

Offerors are hereby notified that all fees to be paid under this contract will be paid to the prime contractor in a fee pool for disbursement to their subcontractor. No subcontractor proposal shall contain an amount for fee. The prime contractor shall arrange the manner by which fee will be distributed to each subcontractor. The Government will not be involved in the distribution of fee to subcontractors.

**HQ B-2-0014 - PAYMENTS OF FEE(S) (COMPLETION) (NAVSEA) (MAY 1993)**

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to \_ percent (%) **(NOTE: THE FIXED FEE APPLIES TO CLINS 0001,0004,0007,0010, AND 0013, FEE IS NOT ALLOWED ON TRAVEL/ASSOCIATES/CONSULTANTS, FEE WILL BE ALLOWED ON SUPPLIES/MATERIALS)** of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

**TRAVEL COSTS - ALTERNATE I (NAVSEA) (NOV 1996)**

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) The Contractor shall not be reimbursed for:
  - (i) relocation costs and travel costs incident to relocation as defined in FAR 31.205-35; and/or
  - (ii) the following daily local travel costs:
    - travel at U.S. Military Installations where Government transportation is available,
    - travel performed for personal convenience/errands, including commuting to and from work, and
    - travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

**LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE**

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

**EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

- (a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.
- (b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

**FEE, COST PLUS FIXED FEE INDEFINITE QUANTITY TYPE CONTRACTS (NAVSEA/IHD) (FEB 2000)**

The percentage of fee applicable to delivery orders will be the same as the fee established in the basic contract.

**NOTE: PAGES 8 AND 9 ARE BLANK**





## Section C - Descriptions and Specifications

## CLAUSES INCORPORATED BY FULL TEXT

**PERFORMANCE BASED**  
**MANUFACTURING,**  
**FABRICATION AND ENGINEERING SUPPORT**  
  
**FOR**  
  
**TRAINING AND ELECTRONIC SYSTEMS**

**1.0 GENERAL****1.1 Introduction**

The Indian Head Division, Naval Surface Warfare Center, (IHD/NSWC) has been tasked to provide analysis, design, development, fabrication, manufacturing, installation, implementation, testing, training, and program management support of training systems and electronic systems for the Navy and other DoD agencies. Training systems include operator, aircrew, and maintenance training devices; networks and operational equipment used in a training role; initial (factory) training of test personnel, operator and maintenance instructors, and fleet cadre; and manpower requirements determinations. These training elements must be structured in a coherent program to provide for the successful introduction and follow-on support of parent weapon systems. Electronic Systems include aircraft operational equipment, flight test instrumentation, laboratory electronics, and other military equipment.

**1.2 Background (Information Purposes Only)**

The Department of Defense must be capable of developing new training systems, modifying existing training devices, acquiring and tracking the use of existing related test and support equipment systems in training devices, and providing life cycle support for training systems to satisfy readiness requirements. Support is required to on-going individual weapon systems as well as out-of-production weapons systems and generalized training systems so that both weapons systems and non-weapon system-specific program objectives and training requirements are fulfilled.

**1.3 Scope**

Required support shall be provided in accordance with individual written task orders (TOs), issued by IHD/NSWC within the scope of the Statement of Work of this contract. The contract is an Indefinite Delivery, Indefinite Quantity, with a period of performance of 12 months, and provisions for four 12 - month option periods. The Contractor shall advise and assist the Government, but shall not make final decisions or certifications on behalf of the Government nor perform any inherently Governmental functions. The Contractor and its employees shall not represent the Government nor appear to represent the Government in performance of these contract services. The Contractor shall provide all resources to meet the requirements of the Statement of Work.

The purpose of this requirement is to provide engineering, analysis, development, design, manufacturing, fabrication, installation, integration, testing, upgrade, modification, refurbishment, training, documentation, and program management support of systems/hardware which may include Weapons Systems Trainers (WSTs), Tactical Operational Flight Trainers (TOFTs), Aircrew Procedures Trainers (APTs), interface subsystems simulated cockpits, test hardware and software for the AH-1Z Super Cobra helicopter, UH-1Y Huey helicopter, MH-60 helicopter, C-12 and E-6 fixed wing aircraft and related institutionalized trainers that share common requirements.

## 2.0 APPLICABLE DOCUMENTS

Unless otherwise specified, the following documents form a part of the Statement of Work and are to be used for general guidance only.

DI-MGMT-80227	Contractor's Progress, Status and Management Report
DI-MISC-80508A	Technical Report -Study Services
DI-NDTI-80566	Test Plan
DI-NDTI-80603	Test Procedure
DI-NDTI-80809B	Test/Inspection Report
DI-MISC-80711A	Scientific and Technical Report
DI-CMAN-80858B	Contractor's Configuration Management Plan
DI-ADMN-81249A	Conference Agenda
DI-ADMN-81250A	Conference Minutes
DI-CMAN-80639C	Engineering Change Proposals

All Military and Federal standards shall be used as a guide only.

### Specifications

MIL-Q-9858A	Quality Program Requirements
MIL-I-45208A	Inspection System Requirements
MIL-S-83490	Specifications, Types, and Forms
MIL-T-81821	Military Specification Trainers, Maintenance, Equipment and Services, General Specification for
MIL-T-31000	Technical Data Packages

### Standards

DOD-STD-100D (A-R)	Engineering Drawing Practices
DOD-STD-1000B	Drawings, Engineering, and Associated Lifts
MIL-STD-461D,	Electromagnetic Interference Test Requirements
MIL-STD-462D, 463A	Electromagnetic Interference Test Standards
MIL-STD-470B	Maintainability Program for Systems and Equipment,
MIL-STD-490A	Specification Practices
MIL-STD-680B	Contractor Standardization Program Requirements
MIL-STD-961C	Preparation of Military Specifications
MIL-STD-973	Configuration Control, Engineering Changes, Deviations, and Waivers
MIL-STD-785B	Reliability Program for Systems and Equipment Development and Production
MIL-STD-1369 (EC)	Integrated Logistics Support Plan
MIL-STD-1379D	Military Training Systems
NUL-STD-1388-IA/	Logistic Support Analysis
NEL-STD-1388-2B	Logistic Support Analysis Records
MIL-STD-1472D	Human Engineering Design Criteria for Military Systems, Equipment, and Facilities
DOD-STD-498	Software Development and Documentation

### Manuals

DOD 5228-22M	Industrial Security Manual for Safeguarding Classified Information
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### **3.0 REQUIREMENTS**

The Contractor shall assist in providing manufacturing, fabrication, and engineering support services and products to include personnel, material, services, and facilities to perform, accomplish, and complete the tasks described herein. The following task statements are meant to be descriptive, not specific. The specific work shall be in accordance with and within the scope of the subsequent paragraphs and identified in the delivery orders placed on this contract. The Contractor shall not be responsible for determining patent or intellectual property ownership rights. The Contractor shall also adhere to Organizational Conflict of Interest clauses.

### **3.1 SYSTEM DESIGN AND FABRICATION**

The Contractor shall assist with performing analysis, design, fabrication, refurbishment, and documentation of systems for Simulation Cockpits, Portable Simulation Cockpits, and Aircrew trainer/simulators. Based on analysis conducted, the Contractor shall be required to assist with designing and integrating training and electronic systems, as specified in individual delivery orders issued. Trainer design and integration shall include visual database development, aural cueing integration, tactical environment integration, High Level Architecture/Distributed Interactive Simulation (HLA/DIS), and visual system integration. Contractor shall perform development of electronic systems to include flight instrumentation, laboratory avionics simulation, flight-worth simulation, and aircraft equipment system integration in a laboratory environment. Upgrade includes electronic instrumentation, interfaces, computer re-host, software enhancements, visual systems and network interfaces. Manufacturing and/or upgrade requirements range from complete electronic and simulation system build-up to using parts from existing platforms and moving, tear-down, packaging, shipping and installation.

#### **3.1.1 TECHNICAL ANALYSIS**

The Contractor shall assist with conducting a requirements analysis to determine system performance requirements, simulation fidelity features, reliability, and maintainability parameters and environmental, safety, and human factors requirements for the training system. Requirements analysis shall consider how the device will be used in its operational environment to conduct training activities that satisfy training requirements. Analyses should result in the publication of a systems specification that describes, in quantitative terms, salient features of the training system that are necessary to conduct effective training. The Contractor's recommendations shall provide for sufficient documentation and engineering analysis to support training requirements, integration, and testing of trainers and equipment systems for major aircraft systems. This effort shall provide for analysis of the prototype or first production lot weapon system, and shall also address the effort required to incorporate subsequent configuration changes. Recommendations shall be provided with respect to mechanical, electronic, aerospace, and human factors engineering, as well as simulator technology, and aircrew, operator, or maintenance systems requirements.

The Contractor shall assist in the evaluation of the technical risk, schedule, and cost impacts of alternate designs, test plans, and testing proceedings against established system design, specifications, and standards to ensure compatibility of all components.

The Contractor shall assist with collecting, analyzing, and summarizing data regarding the effectiveness, efficiency, and appeal of designated training systems. The Contractor shall assist in developing an evaluation plan as specified in each delivery order.

#### **3.1.2 DESIGN**

##### **3.1.2.1 SYSTEM DESIGN**

The Contractor shall assist in the design of systems as required in individual delivery orders. The Contractor shall assist with identifying the optimal technical approach for satisfying system specification requirements and shall develop and document a detailed design for the designated operator, aircrew, or maintenance trainer and design trainer peculiar items and devices that are required as well as interfaces. The Contractor shall consider human factors, environmental, reliability, maintainability, spare capacity, physical security, power conditioning, and all other specification requirements.

#### **3.1.2.la Safety Assessment (SA)**

The Contractor shall assist with performing a comprehensive evaluation of the safety requirements as they apply for NAVOSH (OPNAVINST 5100.23B and NAVAIRINST 5103.1A Ch.1) prior to testing or operation of the system. The Contractor shall prepare a Safety Assessment Report (SAR) that identifies specific hazard controls or precautions to be followed to use the system and shall provide verification of compliance to these requirements. Compliance or non-compliance with safety requirements shall be itemized, along with justification or explanation for any non-compliant items.

#### **3.1.2.lb Electrostatic Discharge (ESD) Control Program**

The Contractor shall establish, implement, and document an ESD Control Program for the purpose of protecting sensitive electrical and electronic parts, assemblies, and equipment from damage due to ESD. Applicable functions where ESD control elements are to be applied include: design, production, inspection and test, storage and shipment, installation, maintenance, and repair. ESD Control Program elements to be considered include: classification, system level protection, protected areas, handling procedures, protective coverings, training, marking of hardware, documentation, and packaging.

### **3.1.3 FABRICATION AND INTEGRATION**

The Contractor shall integrate commercial off the shelf and fabricated components in accordance with government approved design documentation for new or modified integrated training devices. The Contractor shall fabricate all cables, assemblies, peripheral, and interface devices required to fully integrate systems, subsystems and equipment. The Contractor shall consider interaction between all components to ensure interface integrity and integration of the subsystem.

## **3.2 INSTALLATION**

### **3.2.1 Systems Installation**

The Contractor shall assist with planning for and installing trainers and system equipment, as designated by the Government on each delivery order. The Contractor shall install the trainers and systems at government designated sites and checkout, test, and provide total maintenance support for the trainers and equipment systems (including materials and equipment) until final Government acceptance. The Contractor shall ensure that the trainers and system equipment perform in accordance with specifications as required after installation.

### **3.2.2 Relocation**

The Contractor shall assist with examining and conducting an inventory and testing of the existing trainers as specified in individual delivery orders and provide a report of the equipment at the current site, including spares and manuals. The Contractor shall de-install, disassemble, and pack the trainer in such a manner so as to prevent damage that may be incurred in transit and storage. At the designated new site, the contractor shall unpack, inventory, reassemble and install the trainer. The Contractor shall retest the trainer to demonstrate that it performs to the results of the test conducted prior to disassembly at the original site.

## **3.3 TEST AND EVALUATION (T&E)**

The Contractor shall assist with establishing an test program for testing and acceptance of the work performed by the contractor. The test program shall be designed to verify that the devices and the integration of all subsystems and equipment meet technical and operational requirements. Unless otherwise specified, the Contractor is responsible for performing all tests. The Government reserves the right to perform any tests deemed necessary to ensure that the devices conforms to contract requirements.

Test results shall be entered by a responsible officer of the Contractor's organization during preliminary and final Contractor inspection and certified by the Administrative Contracting Officer's (ACOs) or Procuring Contracting Officer's (PCOs) representative. Government inspection results (preliminary and final) will be entered by the PCOs representative.

The Contractor shall assist with developing trainer acceptance procedures and generate the Trainer Test Procedures and Results Report. These tests shall verify that designated trainer and equipment systems comply with requirements specified in the specification. The test plan shall be prepared in accordance with testing requirements outlined in the specifications, the overall contract, and individual delivery orders. The Contractor shall also attend and assist with conducting the acceptance tests.

### **3.3.1 Product Assurance Source Audits and Surveillance Inspections**

The Government reserves the right to perform audits and surveillance inspections of Contractor conformance to any or all contractual requirements, including product assurance programs such as reliability, maintainability, parts control, safety, ESD control, configuration management, and quality programs, at any time during performance. During these source audits and surveillance inspections, non-deliverable program documentation and data shall be made available to the Government upon request. Due notice will be provided to the Contractor prior to conducting source audits or surveillance inspections.

## **3.4 TRAINING**

### **3.4.1 Operators Training**

The Contractor shall provide training to personnel designated by the Government in the proper operation of the trainers and simulators test and support equipment systems. Such training shall be conducted in three steps: documentation familiarization, initial hands-on training, and advanced hands-on training in system utilization.

The Contractor shall provide Government representatives on-the-job training (OJT) when inspecting and disassembling as well as when assembling and reinstalling the trainers. Government personnel will be observing the process so they may be better equipped to operate and maintain the system.

## **3.5 PROGRAM MANAGEMENT SUPPORT**

### **3.5.1 Program Management**

The Contractor shall assist with developing technical program planning and control documents. The Contractor shall assist with developing plans and identify key decision points that address development, evaluation, and supportability of the trainer. The Contractor shall review, analyze, revise, and update program documentation and prepare draft changes/draft documentation to such documents. The Contractor shall produce and update documentation/presentation materials such as view graphs, brochures, letters and other briefing material to support program/project objectives.

### **3.5.2 Quality Assurance**

The Contractor shall provide and maintain a Quality Assurance (QA) program that satisfies program objectives and meets the requirements of ANSI/ASQC-Q9002 or an equivalent quality system model. Procedures, planning, and all other documentation and data that comprise the quality system shall be made available for Government review. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance and adequacy of implementing procedures. The Government reserves the right to disapprove the quality system, portions thereof, whenever it fails to meet contractual requirements.

### **3.5.3 Contractor Logistics Support (CLS)**

The Contractor shall support/assist in the logistics support functions to accomplish a disciplined, unified, and iterative approach to conduct specialized analyses on life cycle cost, logistics supportability, and warranty as well as provide technical assistance and consultant expertise. Logistic support requirements shall be as specified in individual delivery orders.

### **3.5.4 Configuration Management (CM)**

The Contractor shall establish a Configuration Management (CM) Program that shall provide configuration identification, control, and status accounting for all new and modified device(s), including Government Furnished Property CM requirements shall be specified in individual delivery orders.

### **3.5.5 Conferences, Meetings, Reviews**

The Contractor shall provide support and participate in conferences, meetings, and reviews to include: Orientation Conference, In-Progress Reviews (IPRs), Preliminary Design Reviews (PDRs), and Critical Design Reviews (CDRs). The Contractor shall be responsible for preparing meeting agendas and minutes as required. All documents or presentations prepared by the contractor shall not contain any logos, identifications, symbols, trademark or other information relating to the identification of the contractor. All documents or presentations prepared by the contractor shall bear the legend: "U.S. Government Document. For Official Use Only".

## **4.0 DELIVERABLES**

As required by the individual delivery orders the Contractor shall provide the following deliverables in accordance with the contract data requirements list (CDRL) and the data item description (DID) (Advisory):

4.1 The Contractor shall submit Monthly Status Reports IAW *Contractor's Progress, Status and Management Report*, CDRL Item A001, DI-MGMT-80227, (Advisory), indicating the work accomplished, status and cost to include:

- a. Contractor's name and address;
- b. Contract number;
- c. Date of report;
- d. Period covered by report;
- e. Man-hours expended for the reporting period, and cumulatively during the contract;
- f. Cost curves portraying actual/projected conditions through contract;
- g. Cost incurred for the reporting period and total contractual expenditures as of report date;
- h. Description of progress made during period reported, including problem areas encountered, recommendations, if any for subsequent solution beyond the scope of this contract;
- i. Trips and significant results; and
- j. Plans for activities during the following period.

- 4.2 *Technical Report -Study/Services*, on an as required basis, IAW DI-MISC-80508A, (Advisory), and CDRL Item A002.
- 4.3 *Scientific and Technical Report*, on an as required basis, IAW DI-MISC-80711A, (Advisory) and CDRL Item A003.
- 4.4 *Contractor's Configuration Management Plant*, on an as required basis, IAW DI-CMAN-80858B, (Advisory) and CDRL Item A004.
- 4.5 *Test Plan*, on an as required basis, IAW DI-NDTI-80566, (Advisory) and CDRL Item A005.
- 4.6 *Test Procedure*, on an as required basis, IAW DI-NDTI-80603, (Advisory), and CDRL Item A006.
- 4.7 *Test/Inspection Report*, on an as required basis, IAW DI-NDTI-80809B, (Advisory), and CDRL Item A007.
- 4.8 *Conference Agenda*, on an as required basis, IAW DI-ADMN-81249A, (Advisory), and CDRL Item A008.
- 4.9 *Conference Minutes*, on an as required basis, IAW DI-ADMN-81250A, (Advisory), and CDRL Item A009.
- 4.10 *Engineering Change Proposals*, on an as required basis, IAW DI-CMAN-80639C, (Advisory), and CDRL Item A010.

## **5.0 GOVERNMENT FURNISHED EQUIPMENT, MANUALS, AND INFORMATION**

With each delivery order the Government will provide the appropriate Government furnished equipment, manuals, and information consistent with the system the delivery order specifies in accordance with GFE clauses in the contract, specifically FAR 52.245-5(g)(2)(iii).

## **6.0 SECURITY**

All key personnel associated with this contract may be required to have a DoD "secret" clearance. The Contractor shall have access to information and compartments with a "secret" classification. All deliverables associated with this SOW are "unclassified" unless otherwise specified on the individual delivery orders. Individual delivery orders shall specify the security requirement.

## **7.0 TRAVEL REQUIREMENTS**

The Contractor may be required to travel in performance of this contract. Specific travel requirements shall be delineated in individual delivery orders.

## **8.0 QUALITY ASSURANCE SURVEILLANCE PLAN**

The contractor's performance will be evaluated through the Contractor Performance Assessment Reporting

System (CPARS). The CPARS evaluation is accomplished on an annual basis after contract award and prior to exercising the options. The CPARS evaluation will be based on the contractor's performance during the previous 12 months. The primary Government official responsible for the CPARS evaluation is the Contracting Officer's Representative (COR) for the contract. The COR may be assisted, as necessary, by other Government individuals having information relevant to the quality of contractor performance.

## **9.0 DISCLAIMER STATEMENT**

All reports resulting from this contract shall contain the following disclaimer statement on the cover of such reports:

"The views, opinions and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense (DoD) position, policy, or decision unless so designated by other official documentation."

"The views, opinions and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense (DoD) position, policy, or decision unless so designated by other official documentation."

**HQ C-1-0001 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) J, attached hereto.

CLAUSES INCORPORATED BY FULL TEXT

**HQ C-2-0002 - ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

CLAUSES INCORPORATED BY FULL TEXT

**HQ C-2-0011 - COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (NOV 1996)**

- (a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.
- (b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.
- (c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer data base does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software or computer data base in the future, that date certain shall not be less than 25 years after the delivery date of the computer software or computer database.
- (d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.
- (e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.
- (f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in humanform on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

CLAUSES INCORPORATED BY FULL TEXT

**HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

- (a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an

organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

#### CLAUSES INCORPORATED BY FULL TEXT

#### **IHD 17 - Personnel Qualifications (Minimum) NAVSEA/IHD (FEB 2000)**

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of Contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from the potential employee to work will be part of the technical proposal.

(c) If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

Labor Categories	Minimum Requirements
_____	_____
_____	_____
_____	_____

### PERSONNEL QUALIFICATIONS

The contractor is required to provide personnel having the following levels of professional and technical experience. These qualifications are only a baseline; contractors should strive for technical excellence in personnel by demonstrating experience and qualification beyond these qualifications.

The specialized experience included, as part of the required qualifications shall have been **obtained in the fields** of endeavor indicated by the applicable labor categories listed below. Unless stated otherwise in the individual labor category, experience must also be within the last five years.

The contractor shall be responsible for employing appropriate professionally and technically qualified personnel to perform the tasks outlined herein. All key personnel proposed for each labor category below should have or be capable of obtaining a security clearance rating of SECRET. The contractor shall have the qualified personnel, organization, and administrative control necessary to ensure the qualifications or competence of any persons performing under the contract. The burden of proof to sustain that the persons are qualified as prescribed herein shall be on the contractor.

#### **Program Manager (Key Personnel)**

**Most Desired:** Master's of Science degree in a recognized engineering, scientific, mathematics, technical discipline from an accredited college or university and five (5) years of qualifying experience.

**Desired:** Bachelor's degree from an accredited college or university with ten (10) or more years of qualifying experience.

**Minimum Requirement:** At least fifteen (15) years qualifying experience without a degree may be substituted.

Qualifying experience should be in managing progressively complex programs and systems of a technical nature with at least half of the years of experience in program management of government contracts involving supervision of technical and administrative personnel to complete tasks relating to the design, development, integration and delivery of complex integrated training and simulation devices. It is preferred that the candidates have experience in providing day-to-day technical management support in an aircraft flight simulation facility.

Functions as the overall lead, manager and administrator for the contract effort and serves as the primary interface and point of contact with the Government on technical program/project and contract administration issues. Supervises program/project operation by developing engineering, technical and management procedures and controls, planning and directing project execution, monitoring, and reporting progress. Manages acquisition and employment of program/project resources. Manages and controls financial and administrative aspects of the program/project with respect to contract requirements.

#### **Project Manager (Key Personnel)**

**Most Desired:** Master's of Science degree in a recognized engineering, scientific, mathematics, technical discipline from an accredited college or university and three (3) years of qualifying experience.

**Desired:** Bachelor's degree with seven (7) or more years of qualifying experience.

**Minimum Requirement:** At least twelve (12) years qualifying experience without a degree may be substituted.

Qualifying experience should be in managing progressively complex programs and systems of a technical nature with at least half of the years of experience in program management of government contracts involving supervision of technical and administrative personnel to complete tasks relating to the design, development, integration and delivery of complex integrated training and simulation devices. It is preferred that the candidates have experience in providing day-to-day technical management support in an aircraft flight simulation facility.

Functions as overall the lead, manager and administrator for the project efforts and supervises project, operations, technical and management procedures, planning and execution, and reporting. Manages acquisition or project resources. Manages and controls financial and administrative aspects of the project with respect to contract requirements.

#### **Senior Engineer (Key Personnel)**

**Desired:** Master's degree in a recognized engineering, computer science, mathematics, or physics discipline from an accredited college or university and five (5) years qualifying experience.

**Minimum Requirement:** Bachelor's degree in a recognized engineering, computer science, mathematics, or physics discipline from an accredited college or university with eight (8) years or more of qualifying experience.

Qualifying experience should be in military aircraft/weapon systems engineering experience, which consisted of performing the engineering functions required by the SOW, with at least half of the years in the support or development of simulation or avionics systems. Specialized experience is also required with Distributed Interactive Simulation (DIS) protocols and utilizing the Distributed Simulation Network, and development of avionics used in the simulation environment.

The candidate acts as engineering team leader or supervisor, developing engineering procedures and controls, managing project efforts, and taking the lead in problem resolution. Interfaces with program contractors, vendors, and government representatives regarding the technical aspects of engineering program/projects.

#### **Senior Systems Specialist (Key Personnel)**

**Desired:** Bachelor's degree in computer science, mathematics, physics, or an engineering discipline from an accredited college or university with eight (8) years of qualifying experience.

**Minimum Requirement:** Associate's degree in a related engineering discipline from an accredited college or university and ten (10) years of experience in the functional areas specified above may be substituted or a total of fifteen (15) years directly applicable professional DoD experience may be substituted for no degree with formal technical training schools.

Qualifying experience shall be in computer science or engineering experience to include specific experience with ADA, Fortran 77, Pascal, C or BASIC programming languages, and computer science or engineering experience relative to the development of simulation or avionics systems. Five (5) years of the total experience shall have been as a team leader or supervisor performing the technical management functions as listed below.

The candidate shall apply knowledge of computer science; hardware and software systems, programming in advanced languages, structures and operations, and problem solving techniques to solve computer-related problems. Applies scientific or engineering knowledge to the writing, modifying, or adapting computer programs in machine level, assembly, or third or fourth generation programming languages. Interfaces with and uses microcomputer and mainframe computer systems. Uses computer experience to define, plan, organize, design, develop, modify, test and integrate computer hardware systems, simulation models, test and evaluation support tools, and other computer support functions. Ability to formulate architectural design, functional specifications, interfaces and documentation of hardware and software systems. The candidate shall act as team leader or supervisor, developing technical procedures and controls, managing project efforts, and taking the lead in problem resolution. Interfaces with program contractors, vendors, and government representatives regarding the technical aspects of technical program/projects.

## Engineer

**Desired:** Bachelor's degree in computer science, mathematics, physics, or an engineering discipline from an accredited college or university, with five (5) years of qualifying experience.

**Minimum Requirement:** Associate's degree with seven (7) years experience may be substituted for the advanced degree.

Qualifying experience should be in military aircraft/weapon systems engineering experience consistent with the requirements of the SOW. Specialized experience is also required in development of simulation or avionics systems, development of simulation or avionics systems to Distributed Interactive Simulation (DIS) protocols and utilizing the Distributed Simulation Network, and experience in developing and modeling military avionics for use in a simulation environment.

The candidate shall apply engineering principles to investigate, analyze, plan, design, implement, test and/or evaluate military aircraft/weapon systems. Applies engineering experience to perform functions such as hardware design, software design, avionics simulation development, test and evaluation support tools design, system integration, and configuration management.

## Junior Engineer

**Desired:** Bachelor's degree in computer science, mathematics, physics, or an engineering discipline from an accredited college or university, with no qualifying experience.

**Minimum Requirement:** Associate's degree with four (4) years experience may be substituted for the advanced degree.

Qualifying experience should be in military aircraft/weapon systems engineering experience consistent with the requirements of the SOW.

The candidate shall apply engineering principles to investigate, analyze, plan, design, implement, test and/or evaluate military aircraft/weapon systems. Must be able to take direction and apply general engineering principles as directed. Applies engineering knowledge to perform functions in support of senior engineer's efforts to fulfill the requirements of the SOW.

**Systems Analyst**

**Desired:** Bachelor's degree in computer science, mathematics, physics, or an engineering discipline from an accredited college or university. The candidates shall have at least four (4) years of computer science or engineering experience and any combination of the following:

At least two (2) years' experience with ADA, Fortran 77, Pascal, C or BASIC programming languages, and team leader/supervisory experience;

At least one (1) year of computer science or engineering experience relative to the development of simulation or avionics systems;

At least one (1) year of LAN or WAN support experience for the development of simulation or avionics systems;

At least one (1) year of experience in the development of avionics used in a simulation environment;

At least one (1) year experience in the development of Graphic User Interface (GUIs) using IRIX, OpenGL and the X-Window System;

At least two (2) years of computer science or engineering experience performing the "Functions" listed below in a military aircraft test and evaluation environment.

The candidate shall apply knowledge of computer science; hardware and software systems, programming in advanced languages, structures and operations, and problem solving techniques to solve computer-related problems. Applies scientific or engineering knowledge to the writing, modifying, or adapting computer programs in machine level, assembly, or third or fourth generation programming languages. Interfaces with and uses microcomputer and mainframe computer systems. Uses computer experience to define, plan, organize, design, develop, modify, test and integrate computer hardware systems, simulation models, test and evaluation support tools, and other computer support functions. Ability to formulate architectural design, functional specifications, interfaces and documentation of hardware and software systems.

**Junior Systems Analyst**

**Desired:** Bachelor's degree in computer science, mathematics, physics, or an engineering discipline from an accredited college or university, with no qualifying experience.

**Minimum Requirement:** High school graduation or equivalency certification and completion of minimum of 15 semester hours in computer science related course work with three (3) years of qualifying experience.

Qualifying experience shall be in computer science or engineering experience performing work related to the military aircraft test and evaluation environment.

The candidate shall apply knowledge of computer science; hardware and software systems, programming in advanced languages, structures and operations, and problem solving techniques to solve computer-related problems. Assists systems analyst with applying scientific or engineering knowledge to the writing, modifying, or adapting computer programs in machine level, assembly, or third or fourth generation programming languages. Interfaces with and uses microcomputer and mainframe computer systems. Uses computer experience to define, plan, organize, design, develop, modify, test and integrate computer hardware systems, simulation models, test and evaluation support tools, and other computer support functions. Ability to formulate architectural design, functional specifications, interfaces and documentation of hardware and software systems.

### **Subject Matter Expert**

**Desired:** Bachelor's degree in computer science, mathematics, physics, or an engineering discipline from an accredited college or university with at least six (6) years of qualifying experience.

**Minimum Requirement:** Associate's degree and ten (10) years of qualifying experience.

Qualifying experience shall be in the development of simulation advanced technologies. Operational fleet experience and team leader experience is desired.

The candidate shall apply subject knowledge to investigate, analyze, plan, design, develop, implement and evaluate mission/threat scenarios. Implements and applies the use of Modeling and Simulation tools and products to support efforts relating to mission/threat scenarios.

### **Training Specialist**

**Desired:** Bachelor's degree from an accredited college or university. Candidate shall have at least four (4) years of qualifying experience with two (2) years experience in training acquisition.

**Minimum Requirement:** Associate's degree with six (6) years qualifying experience.

Qualifying experience shall be in military training experience in the development of training systems, trainers and/or curriculum.

The candidate shall apply training principles to investigate, analyze, plan, design, implement, and evaluate training systems and associated training. Candidate shall interface with program contractors, vendors, and government representatives regarding the training aspects of training programs/projects.

### **Senior Engineering Technician**

**Minimum Requirement:** High school diploma or equivalency certification plus completion of one (1) year formal electronics technical training related to the specific area of engineering for which the candidate is proposed. Candidate shall have at least six (6) years of progressive responsible engineering or technical experience in support of military aircraft weapon systems test and evaluation efforts. The candidate shall have at least two (2) years experience in the wiring, troubleshooting, design of aircraft cockpits for integration into a flight simulation environment, and experience in the operation and maintenance of the components of a simulation laboratory such as, a motion base system, projectors, image generation systems, laboratory computers, and simulation cockpits. At least two (2) years of the total experience shall have been as a team leader or supervisor.

Candidate shall apply engineering or technical experience in the area of electronics or simulation systems, support of associated facilities and equipment or accomplishment of technical functions in support of logistics and maintainability of simulation systems and associated facilities. This experience shall demonstrate the understanding of advanced electronic principles, theory skills, and activities related to the area of technical specialty. Candidate shall act as team leader or supervisor, developing procedures and controls, managing project efforts and taking the lead in problem resolution.

### **Engineering Technician**

**Minimum Requirement:** High school diploma or equivalency certification plus at least five (5) years of progressive responsible engineering or technical experience in support of military aircraft weapon systems test and evaluation efforts. At least one (1) year shall have been in the operation and maintenance of the components of a simulation laboratory such as a motion base system, projectors, image generation systems, laboratory computers, and simulation cockpits.

The candidate shall demonstrate engineering or technical experience in the area of electronics or simulation systems, support of associated facilities and equipment or accomplishment of technical functions in support of logistics and maintainability of simulation systems and associated facilities. This experience shall demonstrate the understanding of basic electronic principles, theory skills, and activities related to the area of technical specialty.

### **Mechanical Technician**

**Minimum Requirement:** High school diploma or equivalency certification. Must have two (2) years experience or two (2) years of related training plus one (1) year of experience working with electronic equipment. Must be able to read and follow blue prints, cable block diagrams, schematics, etc., and use standard hand tools.

### **Logistics Analyst**

**Minimum Requirement:** High school diploma or equivalency certification plus at least five (5) years of progressive responsible technical experience in support of logistics for military aircraft weapon systems or training devices. At least one (1) year shall have been in parts management, technical publications, provisioning, and/or maintenance planning activities.

The candidate shall demonstrate experience in the area of electronics or simulation systems logistics support in one or more of the following areas: parts acquisition/management, technical publication development, provisioning, and

maintenance planning. This experience shall demonstrate the understanding of basic logistics principles, theory skills, and activities related to the area of the logistics specialty.

### **Technical Writer**

**Minimum Requirement:** Bachelor's degree from an accredited college or university and at least two (2) years of technical writing experience.

The candidate shall perform administrative, professional investigative, technical or other work that requires substantial subject matter knowledge based on the engineering field. Candidate shall analyze data and present the pertinent facts in writing. Actual technical writing and editing in the engineering field. Technical writings shall include articles, papers, reports, plans, technical manuals, etc.

### ***Designer/Draftsperson***

**Minimum Requirement:** High school diploma or equivalency certification. The candidate must be a Trade school or industrial school graduate with course work in such subjects as algebra, plan geometry, trigonometry, drafting, and basic physics. A total of at least one (1) year of practical drafting experience is required.

The candidate shall produce detailed and accurate illustrations of a quality suitable for reproduction by offset printing or photography. Must have a working knowledge and experience using the MIL-STDs governing style and format using computer aided and conventional tools.

### **Administrative Assistant**

**Desired:** Associate's degree (General or Business) with a minimum of two (2) years work related experience.

**Minimum Requirement:** High school diploma or equivalency certification is required with five (5) years of work related experience.

The candidate shall conduct administrative and record keeping aspects of the operation of engineering or technical projects/programs. Applies knowledge of office management, methods, and procedures in producing and maintaining documentation, correspondence records, or directives using personal computers and related office equipment. Performs duties to support development of documentation, progress and status of projects and programs, budget, finance, property and accounting.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

**HQ D-1-0002 - PACKAGING LANGUAGE (W/O MILITARY SPECIFICATIONS)**

Item(s) 0001 thru 0015 - The supplies furnished hereunder shall be packaged in accordance with best commercial practice.

CLAUSES INCORPORATED BY FULL TEXT

**IHD 31 - MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS)(NAVSEA/IHD) FEB 2000**

(a) Marking shall be in accordance with ASTM D 3951-90, "Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No: N00174-04-D-

Bldg:

Code:

\*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

**PREPARATION FOR DELIVERY (COMMERICALY PACKAGED ITEMS)**

Preservation, packaging and packing shall be in accordance with ASTM D 3951-90 "Commercial Packaging of Supplies and Equipment."

**HQ D-2-0008 - MARKING OF REPORTS (NAVSEA)(SEP 1990)**

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor: \_\_\_\_\_

(Name of Individual Sponsor)

\_\_\_\_\_  
(Name of Requiring Activity)

\_\_\_\_\_  
(City and State)

## Section E - Inspection and Acceptance

PERFORMANCE BASED CONTRACT**PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURES**

(a) This is a performance-based contract as defined in FAR Part 37.6. Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan(QASP) included in attachment J.6.

(b) The QASP defines this review and acceptance to be part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site:

<http://cpars.navy.mil>

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

## CLAUSES INCORPORATED BY FULL TEXT

**HQ E-1-0001 - INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA**

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

**IHD 44 - INSPECTION AND ACCEPTANCE (SPECIAL CONDITIONS)(NAVSEA/IHD) FEB 2000**

(a) Initial inspection of the supplies to be furnished hereunder shall be made by \_\_\_\_\_\* \_\_\_\_\_ at the contractor's or subcontractor's plant located at \_\_\_\_\_\*\*. The cognizant inspector shall be notified when the material is available for inspection. The place designated for such actions shall not be changed without authorization of the Contracting Officer. Final inspection and acceptance shall be made by **as indicated on each task order** within **as indicated on each task order** days after **as indicated on each task order**.

(b) Initial inspection shall consist of quality assurance at point of manufacture and/or assembly and check/test prior to shipment. Final inspection and acceptance will be made by the Receiving Activity after installation/check out/testing of the supplies.

**IHD 49 - INSPECTION AND ACCEPTANCE (DESTINATION) (NAVSEA/IHD) (FEB 2000)**

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

**IHD 7 VERIFICATION OF SERVICES AND TIME RECORDS (NAVSEA/IHD)**

(a) The performance of work and the assignment of personnel hereunder shall be subject to random verification by the Government from time to time during the effective period of the contract. The purpose of such inspection is to assure the qualifications of assigned personnel, verify the categories of labor being utilized, ascertain the accuracy of time and labor charges, preserve the identification of Government equipment and/or parts and material acquired for Government use and otherwise verify compliance with contractual requirements.

(b) In this regard the Contractor recognizes the Government's right to conduct random "checks" provided such are made during reasonable hours of the workday and do not unduly delay or inhibit workflow or Contractor performance. The Contractor agrees to make available, upon request, to cognizant Government personnel, appropriate resumes, individual labor category classifications, pertinent time cards and payroll records and such other contract associated records as may be reasonably required to substantiate contract compliance.

(c) When review of work in-process is determined necessary by the Contracting Officer, the Government reserves the right to conduct this review at the Contractor's plant or to require the Contractor to bring work-in-process to the Indian Head Division, Naval Surface Warfare Center for review.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

**IHD 61 - PLACE OF DELIVERY: DESTINATION (NAVSEA/IHD) FEB 2000**

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Receiving Officer  
Indian Head Division  
Naval Sea Systems Command  
101 Strauss Avenue  
Indian Head, Maryland 20640-5035

(b) Bids submitted on a basis other than F.O.B. Destination will be rejected as non-responsive and proposals may be deemed unacceptable.

**IHD 62 - PERIOD OF PERFORMANCE (NAVSEA/IHD) FEB 2000**

The Basic effort to be performed under this contract, including delivery of data, shall be completed within a period of [60 ] months beginning with the effective date of this contract.

**DATA DELIVERY LANGUAGE FOR SERVICES  
PROCUREMENTS**

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified under each individual task order.

## Section G - Contract Administration Data

INVOICE CLAUSE**5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)**

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and [2] copies, to the [contract auditor\*] at the following address:

**Contractor's DCAA office:**

[X]unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to [the Contracting Officer's Representative]. Following verification, the [contract auditor\*] will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than [30] calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report",

[ ] is required with each invoice submittal.

[X] is required only with the final invoice.

[ ] is not required.

(f) A Certificate of Performance

[ ] shall be provided with each invoice submittal.

[X] is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

#### CLAUSES INCORPORATED BY REFERENCE

252.242-7000

Postaward Conference

DEC 1991

#### CLAUSES INCORPORATED BY FULL TEXT

#### **NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)**

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- ☐ a separate invoice for each activity designated to receive the supplies or services.  
☐ a consolidated invoice covering all shipments delivered under an individual order.  
☒ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

MAIL INVOICES TO: \_\_\_\_\_  
 \_\_\_\_\_

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\* Check applicable procedure.  
(End of clause)

#### **HQ G-2-0003 - CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)**

##### **(a) Electronic Funds Transfer (EFT) Payment Requirements**

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

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#### **IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)**

The following contacts are provided for this contract:

Contract Administrator:  
Phone Number: (301)744-

Payments/Invoicing:  
Phone Number: (301)744-

Technical Representative:  
Phone Number: (301)744-

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer  
\_\_\_\_\_ at (301) 744- .

#### **IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000**

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

<u>HOLIDAY</u>	<u>DATE OF OBSERVANCE</u>
New Year's Day	01 January (Tuesday)*
Martin Luther King's Birthday	21 January (Monday)*
President's Day	18 February (Monday)*
Memorial Day	28 May (Monday)*
Independence Day	4 July (Wednesday)*
Labor Day	3 September (Monday)*
Columbus Day	15 October (Monday)*
Veteran's Day	12 November (Monday)*
Thanksgiving Day	22 November (Thursday)*
Christmas Day	25 December (Tuesday)*

\* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

<u>AREA</u>	<u>FROM</u>	<u>TO</u>
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

## **IHD 86 - SECURITY BADGES AND ON-SITE CONTRACTOR PERSONNEL (NAVSEA/IHD) FEB 2000**

Security badges will be issued by the Government only to those contractor personnel who require access to the Indian Head Division, Naval Sea Systems Command in connection with work to be performed under this contract. Approval for such issuance may only be granted by the COTR, Ordering or Contracting Officer. The Contractor shall maintain a register of employees currently authorized access to the Indian Head Division, Naval Sea Systems Command. This does not include badges temporarily authorized for contractor visitors to Indian Head Division, Naval Sea Systems Command. Furthermore, the contractor shall maintain a current register of contractor personnel with full or part-time work or office space located on board the Naval Sea Systems Command. This register will be made available upon request of the Contracting Officer. The contractor shall follow station security procedures in this regard.



## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

**5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.216-9112 ORDERS (COST-PLUS-FIXED-FEE) (JUN 2000)**

(a) General. Orders for supplies or services specified in Section B of the Schedule may be issued by the Contracting Officer at any time during the effective period of this agreement. Except as otherwise provided in paragraph (e) below, the Contractor agrees to accept and perform orders issued by the Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation under the terms of this agreement to issue any orders. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary to accomplish the work specified in each order issued hereunder; provided, however, that this agreement shall not be used for the furnishing of supplies or services which are covered by any "guaranty" or "warranty" clause(s) of the contract(s) under which the supplies were manufactured. In the event of any inconsistency between any order and this agreement, this agreement shall control. All requirements of this agreement shall be applicable to all orders issued hereunder. Wherever the word "contract" appears in this agreement, it shall be deemed to include within its meaning the word "order", and each order shall be considered a separate binding contract as of its effective date. The Contractor shall

segregate the costs incurred in the performance of any order issued hereunder from the costs of all other orders issued under this agreement.

(b) Ordering. Orders and revisions thereto shall be made in writing and be signed by any authorized Contracting Officer cited in paragraph (i). Each order shall:

- (1) set forth detailed specifications or requirements for the supplies or services being ordered, (or reference applicable specifications or requirements in Section C of this agreement), and, shall refer to the appropriate item under Section B of this agreement;
- (2) set forth quantities being ordered;
- (3) set forth preservation, packaging and packing instructions, if any;
- (4) set forth delivery or performance dates;
- (5) designate the place(s) where inspection and acceptance will be made by the Government;
- (6) set forth the estimated cost and fixed fee, in the case of an undefinitized order, the definitization schedule and both the monetary limitation on Government liability for the undefinitized order and the maximum ceiling amount at which the order may be definitized;
- (7) set forth appropriation and accounting data for the work being ordered;
- (8) be dated;
- (9) be identified by number in accordance with DFARS 204.7004;
- (10) set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor;
- (11) set forth the disbursing office where payment is to be made and other applicable contract administration data;
- (12) cite the applicable circumstance or exception and the justification control number. Orders for items not identified in the class justification, or an individual justification, and the basic ordering agreement are unauthorized;
- (13) be issued on an SF 26 or a DD Form 1155; and
- (14) set forth any other pertinent information.

(c) Priced Orders. Except as otherwise provided in paragraph (d) below, the Contractor shall not begin any work on an order until the estimated cost and fixed fee for the order has been agreed upon by the Contracting Officer and Contractor and an order is issued by the Contracting Officer. Upon receipt of a proposed order, the Contractor shall promptly submit to the Contracting Officer a cost proposal for the work specified in the order. The Contractor shall submit such cost or pricing data as the Contracting Officer may require. Promptly after receipt of the Contractor's proposal and supporting cost or pricing data, the Contractor and the Contracting Officer shall negotiate and agree upon a price and delivery schedule for the work being ordered. The estimated cost, fixed fee, and delivery schedule, as agreed upon, shall

be set forth in the priced order and the order shall be signed by both the Contracting Officer and the Contractor. Upon receipt of the priced order, the Contractor shall promptly commence work and shall diligently complete it.

(d) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a firm priced order, the Contracting Officer may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount and a schedule for definitization, as described in subparagraph (f)(2) below. Upon request, the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum amount (including fee) at which the order may be definitized. Except as provided in paragraph (e) below, the Contractor shall commence performance of the order upon receipt. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(e) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines it cannot feasibly perform the order, or if it does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen (15) days of issuance of the order the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(f) Definitization of Undefinitized Orders. (1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the CPFF and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) other mutually agreeable clauses, terms and/or conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor shall submit a cost proposal with sufficient data to support the accuracy and derivation of its CPFF proposal; and, when required by FAR or the Contracting Officer, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The CPFF agreed upon shall be set forth in a bilateral modification to the order. In no event shall the CPFF exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

- (i) specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or
- (ii) the date on which the amount of funds obligated by the Government under the undefinitized order exceeds fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (f)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart 15.4 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(g) Limitation of Government Liability. (1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, those expenditures and obligations will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The clause at FAR 52.216-24 shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long lead procurements; and except as otherwise provided in subparagraph (g)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the maximum ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal, as defined in DFARS 217.7401, to definitize an order before the Government obligated fifty percent (50%) of the maximum ceiling amount, the Contracting Officer may increase the limitation of Government liability up to no more than seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the total CPFF proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditures under an order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to definitization.

(h) Initial Spares. The limitations set forth in paragraph (d) and subparagraphs (f)(2), (g)(2) and (g)(3), do not apply to undefinitized orders for the purchase of initial spares.

(i) Ordering Activities. The following activities are authorized to issue orders hereunder:

The Contracting Officer of the Ordering Activity shall forward a copy of each executed order marked "DD-350", to the Commander, Naval Sea Systems Command, ATTN: SEA 0293.

(j) Funds in the following amount are committed under this Basic Ordering Agreement for use by the Ordering Activity in obligating funds to pay for orders placed hereunder:

Item

Funds

**5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)**

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ESTIMATED

ITEM(S) ALLOTTED TO COST ALLOTTED TO FEE PERIOD OF PERFORMANCE

\$ \$

**TO BE SPECIFIED ON INDIVIDUAL TASK ORDERS**

**5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

**IHD 1 - CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) NAVSEA/IHD (JAN 2001)**

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.nslcptsmh.navsea.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

<u>(optional)</u>	<u>Name</u>	<u>Phone</u>	<u>E-mail Address</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000**

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

#### **IHD 114 - CONTRACTING OFFICER'S REPRESENTATIVE (COR) (NAVSEA/IHD) FEB 2000**

(a) The COR for this contract is:

Name: **Joe McClure** Mailing Address: **NAVSEA Indian Head**  
 Code: **655M** Telephone No.: **(301) 744-4688 ext. 276**

(b) The Alternate COR for this contract is:

Name: **Dawn Tolson** Mailing Address: **NAVSEA Indian Head**  
 Code: **655K** Telephone No.: **(301) 744-4688 ext. 292**

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery order, until the ordering officer has issued a modification to the delivery order); or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

#### **IHD 122 - PAYMENT OF FIXED-FEE UNDER COST-PLUS-FIXED-FEE (COMPLETION) INDEFINITE QUANTITY CONTRACTS (FEB 2000) (NAVSEA/IHD)**

(a) The orders issued under this contract shall be of the cost-plus-fixed-fee completion form. This pricing form provides for payment to the contractor of a negotiated fee that is fixed at the inception of the order. In as much as the orders are issued under the authority of the base contract, the fee fixed for individual orders will be distributed at the same proportional rate to the estimated cost of the order as the fixed-fee is proportional to the estimated cost in the base contract. This method of fee distribution is for administrative convenience and is not establishing the fee amount on the estimated cost of each order since the fee established in the base contract was established by use of weighted guidelines or competitive cost realism.

(b) The fixed fee does not vary with actual cost, but may be adjusted as a result of changes in the work to be performed under the order. The order shall require the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) In addition, this contract does not allow for the application of fee on Support Cost items. Therefore, ceilings established for Support Costs shall be identified as "not-to-exceed" items and should be tracked separately. Should the estimated costs associated with the labor portion (i.e., not identified as Support Cost items) of any order be reduced, the fee shall be reduced accordingly even if there is not overall reduction in the total estimated cost of the order.

**IHD 125 - TYPES OF DELIVERY ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS (FEB 2000) (NAVSEA/IHD)**

(a) The following types of delivery orders will be issued under this contract:

**Cost Plus Fixed Fee, IDIQ, Completion or Firm Fixed Price**

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply	FEB 2002
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate II	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13 (Dev)	Restriction on Certain Foreign Purchases	JUN 2003

52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.227-14	Rights in Data--General	JUN 1987
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-1	Payments	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-16	Progress Payments	APR 2003
52.232-16 Alt I	Progress Payments (Apr 2003) - Alternate I	MAR 2000
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-3	Continuity Of Services	JAN 1991
52.237-10	Identification of Uncompensated Overtime	OCT 1997
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2	Subcontracts	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.245-2	Government Property (Fixed Price Contracts)	JUN 2003
52.245-5 Alt I Dev	Government Property (Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Jun 2003) Alternate I Deviation	JUN 2003
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991

252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.251-7000	Ordering From Government Supply Sources	OCT 2002

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award through 60 months thereafter provided options are exercised.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

##### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$1,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **the total value of the contract**;

(2) Any order for a combination of items in excess of **the total value of the contract**; or

(3) A series of orders from the same ordering office within **the contract performance** that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within        days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract beyond 90 dates after contract expiration.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 365 days after the effective date of the contract or within 365 days after exercising a previous option.; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

#### 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and

states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits (SEE SECTION J FOR WAGE DETERMINATION)

(End of clause)

#### 52.232-25 PROMPT PAYMENT (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

## 52.232-32 PERFORMANCE-BASED PAYMENTS (FEB 2002)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests. (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event

or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the \_\_\_\_\_ (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th") day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments. (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress, or (ii) unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title. (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no

payment except as provided by the Default clause.

(k) Reservation of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract, and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

#### 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)

##### (a) Definitions.

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

## 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
- (c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

## 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

- (a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.
- (b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

## 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

- (a) Definitions. As used in this clause—

- (1) "Arising out of a contract with the DoD" means any act in connection with—

- (i) Attempting to obtain;

- (ii) Obtaining, or

- (iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) “Conviction of fraud or any other felony” means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) “Date of conviction” means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS (SEP 2001)

(a) Definitions. As used in this clause--

“Indian” means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any “Native” as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

“Indian organization” means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. Chapter 17.

“Indian-owned economic enterprise” means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452 (c).

“Interested party” means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contract shall use its best efforts to give Indian organizations and Indian-owned economic enterprises the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless and interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street NW, MS-2626-MIB, Washington, DC 20240-4000. The BIA will determine the eligibility and will notify the Contracting Officer. No incentive payment will be made--

(1) Within 59 working days of subcontract award;

(2) While a challenge is pending; or

(3) If a subcontractor is determined to be an ineligible participant.

(e)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of cost-type contract.
- (ii) The target cost of a cost-plus-incentive-fee contract.
- (iii) The target cost and ceiling price of a fixed-price incentive contract.
- (iv) The price of a firm-fixed-price contract.

(2) The amount of the adjustment that may be made to the contract is 5 percent of the estimated cost, target cost, or firm-fixed price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(3) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(4) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor.

(5) If the Contractor requests and receives an adjustment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the adjustment.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts that--

- (1) Are for other than commercial items; and
- (2) Are expected to exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(End of clause)

#### **IHD 149 - ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (FEB 2000) (NAVSEA/IHD)**

(a) In general, orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the contracting officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the contracting officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the contracting officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the contracting officer and the contractor, and the contracting officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order.

(c) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order.

(d) The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(e) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.

(f) Should the Ordering Officer and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

(g) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

1. Contract Administration Plan
2. \* DD254
3. Wage Determination No. 94-2103 Rev. 30
4. Contract Data Requirement List (1423's)
5. DD 1664's
6. Past Performance Questionnaire Cover Sheet
7. Past Performance Questionnaire Interview Sheet
8. Past Performance Matrix
9. Sample Spreadsheet
10. Quality Assurance Surveillance Plan (QASP)
11. QASP Performance Measurement Factor

☐ **A COMPLETED DD 254 WILL BE PROVIDED AT TIME OF AWARD**

**NOTE: ALL OF THE ABOVE ATTACHMENTS ARE LOCATED AT THE END OF THIS DOCUMENT**

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

☐ Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

## 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

**52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **333319**.

(2) The small business size standard is **500 employees**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

## 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

## 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

## 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

#### 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

( ) None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

( ) Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

(End of provision)

#### 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-10	Identification of Uncompensated Overtime	OCT 1997
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be ☐ DX rated order; ☒ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Cost Plus Fixed Fee IDIQ Completion Contract** resulting from this solicitation.

(End of clause)

## 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from NAVSEA Indian Head, Attn: Penny Kennedy, Building 1558, 101 Strauss Avenue, Indian Head, MD 20640-5035.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(End of provision)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

☐ The use in this solicitation of any \_\_\_\_\_ (48 CFR Chapter \_\_\_\_\_) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

#### **HQ L-2-0003 - FACILITY SECURITY CLEARANCE (NAVSEA) (SEP 1990)**

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the **SECRET** level. Naval Sea Systems Command will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

#### **HQ L-2-0004 - MAKE-OR-BUY PROGRAM (NAVSEA) (SEP 1990)**

Offeror shall submit as part of its proposal a written proposed make-or-buy program in accordance with the requirements set forth herein.

(a) Definition of Make-or-Buy Program: A make-or-buy program is that part of each offeror's written plan which identifies the major work efforts, sub-systems, assemblies, subassemblies, and components to be manufactured, developed, or assembled in its own facilities, and those which will be obtained elsewhere by subcontract. The program shall not include raw materials, commercial products or off-the-shelf items unless their potential impact on contract or schedule is critical. A "make" item is any item produced, or work performed, by the offeror or its affiliates, subsidiaries, or divisions. A "buy" item is any item or work effort which will be obtained elsewhere by subcontract.

(b) Requirements of Make-or-Buy Program under this Solicitation. For purposes of this solicitation, the make-or-buy program should not include items or work efforts estimated to cost less than (a) 1% of the total estimated contract price, or (b) \$1,000,000, whichever is less.

(c) Factors to be Considered by Offeror in the Formulation of Its Make-or-Buy Program. Offeror shall consider such factors as capability, capacity, availability of small business and labor surplus area concerns as subcontract sources, the establishment of new facilities in or near sections of concentrated unemployment or underemployment, contract schedules, integration control, proprietary processes, and technical superiority or exclusiveness, before identifying in its proposed make-or-buy program that work which it considers it or its affiliates, subsidiaries, or divisions (i) must perform as "must make", (ii) must subcontract as "must buy", and (iii) can either perform or acquire by subcontract as "can make or buy".

(d) Information Required in Offeror's Make-or-Buy Program. Offeror shall include in its proposed make-or-buy program:

- (1) A description of each major item or work effort.
- (2) Categorization of each major item or work effort as "must make", "must buy", or "can either make or buy".
- (3) For each item or work effort categorized as "can either make or buy", a proposal either to "make" or to "buy".
- (4) Reasons for (i) categorizing items and work efforts as "must make" or "must buy", and (ii) proposing to "make" or to "buy" those categorized as "can either make or buy". The reasons must include the consideration given to the evaluation factors described in the solicitation and be in sufficient detail to permit the Contracting Officer to evaluate the categorization or proposal.
- (5) Designation of the plant or division proposed to make each item or perform each work effort and a statement as to whether the existing or proposed new facility is in or near a labor surplus area.
- (6) Identification of proposed subcontractors, if known, and their location and size status.
- (7) Any recommendations to defer make-or-buy decisions when categorization of some items or work efforts is impracticable at the time of submission.
- (8) Any other information the Contracting Officer requires in order to evaluate the program.

**HQ L-2-0005 - NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST**  
**(NAVSEA) (JUN 1994)**

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to \_\_\_\_, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction)

from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

**(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.**

**HQ L-2-0010 - SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)**

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

**IHD 195 - SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)**

**I. GENERAL INSTRUCTIONS**

The technical proposal, past performance information, and the cost and price proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information.

**THE OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:**

**GENERAL INFORMATION:** Each Offeror must submit an offer/proposal and other written information in strict accordance with these instructions. Therefore, the Government encourages Offerors to contact the contracting officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions. This procurement is being conducted on a best value basis utilizing the tradeoff process. The Government intends to award a single contract as a result of this solicitation.

The Offeror shall submit the following information: Failure to do so will render an Offeror ineligible for award.

1. Four (4) copies of the technical proposal, Volume I.
2. Two (2) completed and signed solicitation packages, with all representations and

- certifications executed, and with prices in Section B. Volume II
3. One (1) copy of Section K completed by the Offeror, Volume II
  4. One (1) copy of the past performance information, Volume II.
  5. Two (2) copies of the cost/price proposal, Volume III.
  6. In response to Clause HQL2-0005 paragraph (e), in Section L, if the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to the solicitation (Volume II)

**OFFERORS SHALL ADDRESS THE FOLLOWING FACTORS:** (Listed in order of importance) Information shall be submitted in three separate volumes or folders as detailed below.

## **Volume I: Technical Proposal**

### **1. Design/Fabrication/Installation Capability**

#### **2. Experience**

3. Facilities
4. Testing

#### **5. Quality Assurance**

## **Volume II: Past Performance Information**

Past Performance

**As Set Forth Herein**

**NOTE:** Past Performance is equal in value to factors 1 through 5 combined.

## **Volume III: Cost/Price Proposal**

**Cost/Price**

**Not Scored**

**VOLUME I: Technical Proposal-** Shall address Factors as detailed below, which are listed in descending order of importance. Not to exceed 50 single sided pages, not less than 10 pitch (Times New Roman or similar). The Technical Proposal shall not contain any hyperlinks or other electronically imbedded links or cost/price information.

### **1.0 Design/Fabrication/Installation Capability as defined in SOW paragraphs 3.1 and 3.2**

Using the requirements of the Statement of Work (SOW), provide a detailed description of your existing capability to design, fabricate, and install training systems and electronic systems listed below, which are of equal importance:

1. Weapons Systems Trainers (WSTs)
2. Tactical Operation Flight Trainers (TOFTs)
3. Aircrew Procedures Trainers (APT's)
4. Interface subsystem simulated cockpits
5. Test hardware and software

Include a list of manufactured products that demonstrates your manufacturing/fabrication capability. Also provide detailed information about requirement similarities between the current/former program(s) and this program, information about the production quantities and delivery schedule, and whether there were any delays or problems with the program(s). The description should also include information about the program(s) duration and sponsor.

Identify any foreseeable problem areas in the manufacturing set up process (i.e., Offeror's facilities and/or capabilities) that could affect the delivery schedule. What plans do you have to eliminate them? If no problems, why?

## **2.0 Experience**

Provide a description of the training and electronic systems that your facility has done within the past 5 years . Specifically address your experience with the following, which are of equal importance:

1. Experience in trainer design and integration to include the following, which are of equal importance:

- Visual database development
- Aural cueing integration
- Tactical environment integration
- High Level Architecture/Distributed Interactive Simulation (HLA/DIS)
- Visual System Integration

2. Experience in development of electronic systems to include the following, which are of equal importance:

- Flight instrumentation
- Laboratory Avionics Simulation
- Flight-worth simulation
- Aircraft equipment system integration in a laboratory environment

## **3.0 Facilities**

Provide information as to the location of your facility(s). If it is anticipated that more than one facility will be utilized (i.e. East and West Coasts), then it shall be so indicated. Included shall be the square footage dedicated for the efforts and specific equipment located at the facility(s), which will be utilized to support the functions of this contract. The Offeror shall have available: (1) a high-bay space that accommodates trainer device fabrication efforts - a minimum of 15,000 square feet of high bay (i.e., 20 foot ceiling) space is required, (2) doors large enough to allow training device equipment to be moved in and out of the fabrication space is critical, and (3) adequate electrical service to power multiple simultaneous training devices shall exist in the high bay space. In addition, the Offeror shall attest to the adequacy of these facilities and equipment to provide supportive documentation and drawings. If any of the listed facilities or equipment is contingent on this contract award, it shall be so indicated. The Offeror must show that the facility will be available within a certain number of days after award. Any proposed facility(s) must be capable of obtaining a SECRET facility clearance upon award.

## **4.0 Testing as defined in SOW paragraph 3.3**

Describe your relevant testing capabilities for contractor testing of training and electronic systems. The narrative shall include a description of relevant trainers, systems, and subsystems tested, the type and scope of testing the Offeror performed on the trainers, systems, and subsystems, and the Offeror's responsibility for testing, collecting data, interpreting the data, assessing the impact of anomalies, and reporting the results.

## **5.0 Quality Assurance as defined in SOW paragraph 3.5.2**

Provide a copy of your company's Quality Assurance Program Plan. The plan should be in sufficient detail to allow the Government to ascertain if the contractor's quality system meets the requirements of ANSI/ASQC-Q9002 or an equivalent quality system model. Identify the quality and process controls that will be used to ensure that the end item will be in compliance with the applicable drawing, specifications, SOW, and contract. Describe the type of documentation that will be used to identify, record and disposition non-conforming material, in-process rejects and characteristic discrepancies.

**VOLUME II Past Performance**

Past Performance is a measure of the degree to which an Offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complied with federal, state, local laws and regulations. The Offeror shall provide a list of references using the *Past Performance Matrix, (Attachment 8)*, who will be able to provide information regarding the Offerors past performance during the past three (3) years regarding; (1) customer satisfaction; (2) timeliness; (3) technical success; (4) program management; (5) and quality.

The Offeror will submit the *Past Performance Questionnaire (Attachment 7)* to each of the references listed on the Past Performance Matrix, a **minimum** of three (3) is required. The Offeror shall instruct the references to complete Past Performance Questionnaire and return it directly to:

NAVSEA Indian Head Division  
Attn: Donna M. Chaney, Code 1141A  
101 Strauss Ave, Bldg. 1558  
Indian Head, MD 20640-5035

The Offerors selected references must be listed on the Past Performance Matrix. Failure of the references to submit Past Performance Questionnaire to the contract specialist by the Closing Date of the Solicitation may result in inability of the Government to rank the Offerors past performance.

**NOTE: PAST PERFORMANCE INFORMATIONAL & QUESTIONNAIRE SHEETS ARE ATTACHMENTS TO THE SOLICITATION, AS LISTED IN SECTION J.**

**VOLUME III Cost/Price- (Shall contain only the cost/price information)**

There is no limitation on number of pages, page format, or print size for the cost proposal.

The Offeror shall prepare the cost proposal in accordance with the following organization, content and format requirements to assist the Government in making a complete and thorough evaluation. An original and one copy of each prime and subcontractor, if applicable, cost proposal shall be submitted to the Procuring Contracting Officer for evaluation. Only one copy of Microsoft Excel 5.0, 3.5" disk(s) with the contractor's and subcontractor's cost proposal need be submitted. Only Microsoft Excel is acceptable (**Office 97 preferably--any later version of Microsoft Excel is NOT ACCEPTABLE**).

**The Offeror shall take precautions to the maximum practical extent to ensure that the disk submitted contains no computer viruses.**

**Furnish all cost proposal information in the order listed. This requirement also applies to any proposed subcontractor(s).**

- (a) Assumptions made in preparing the cost proposal. Any qualifications to any requirement of the cost proposal preparation process. Any inconsistency, whether real or apparent, between promised performance and cost shall be explained.
- (b) ONE COPY OF YOUR COST PROPOSAL SHALL BE SENT TO YOUR COGNIZANT DCAA CONCURRENT WITH THE SUBMISSION TO THE PROCURING CONTRACTING OFFICER. YOUR PROPOSED SUBCONTRACTORS, IF ANY, SHALL BE INSTRUCTED TO DO THE SAME. Provide confirmation and date that copies of this cost proposal were submitted to DCAA, along with a telephone number and point of contact.
- (c) List of subcontractors that are submitting cost information independently.

- (d) Briefly describe information concerning the general financial condition of your firm and specific plans for financing the proposed contract, including the latest available financial statement.
- (e) If you are currently being audited, or have been audited by Defense Contract Audit Agency (DCAA) within the past twelve months, it is requested that the name, phone number and location of the assigned DCAA office be furnished with your proposal along with the audit number.
- (f) State the source and date of acceptance of adequacy of the Offeror's accounting system.
- (g) If the Offeror has an approved Purchasing System, provide the source and date of latest review. If the Offeror does not have an approved Purchasing System, state what processes are used for purchases of such items as materials, travel, and training.
- (h) State whether direct labor rates are subject to a Forward Pricing Rate Agreement (FPRA) with the Government. If so, the Offeror shall attach a copy of the FPRA as Attachment (1) to the Volume III - Cost Proposal.
- (i) If the Offeror is aware of differences between DCAA recommended rates and those rates proposed, the Offeror shall identify the specific rates and explain the differences. This includes labor rates, indirect rates, material burdens, and G&A rates.
- (j) State the escalation rate use for each year and the basis for this particular rate. Escalation shall not be applied to labor categories listed on the Department of Labor (DOL) Wage Determination.
- (k) The cost proposal must furnish an explanation of the Offerors "company policy" on the accumulation of costs for vacations, sick leave, holidays, and other compensated leave or time off.
- (l) Describe how the Offeror treats, for accounting purposes, the costs of employee training and whether such training occurs during the normal work week or outside the normal work week. Also, the Offeror shall define how Government-sponsored training costs are kept separate from contractor-training costs.
- (m) It is recognized that some of the labor category titles used in the RFP may not exactly match the titles normally used in particular company operations. Accordingly, in order to permit a rapid comparison between the labor team proposed in response to this RFP and the Offerors actual labor mix, each proposal must provide the following:
- (i) Direct labor rates related to the labor categories specified in the RFP.
  - (ii) A statement of the Offerors normally used nomenclature for each labor category included herein, together with a copy of the Offerors own position description for each labor category.
  - (iii) A statement of any other labor categories and related qualifications between any category established herein and the category normally used.
- A cross-reference matrix of labor category nomenclature must be provided.
- (n) If the Offeror is NOT proposing uncompensated overtime, so state. If the Offeror is proposing uncompensated overtime, 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997) applies.
- (o) Define and explain the rationale for all burdens that will be applied to material. Explain how material rebates, incentives, or other inducements provided to the Offeror will be treated.
- (p) Indicate any other proposed indirect rate(s) for each year and the base to which the rate is applied.

- (q) Specify proposed General & Administrative (G&A) rate(s) for each year. Indicate the base to which the rate is applied.
- (r) If an Offeror elects to claim facilities capital cost of money as an allowable cost, the Offeror must submit the calculation of the proposed amount on a DD Form 1861, Contract Facilities Capital Cost of Money, or computer generated equivalent with the applicable cost of money base and rates displayed. Failure to complete all necessary information may result in delay in analysis and delay in contract award. In addition, the Offeror must provide the percentages for the Distribution of Facilities Capital Employed by land, buildings, and equipment. Current Department of the Treasury Rates is available at <http://www.publicdebt.treas.gov/opd/opdprmt2.htm>.
- (s) Provide an explanation of how your spreadsheet is constructed.
- (t) Each subcontractor must submit a statement indicating whether the release of pricing assistance data results to the Prime Contractor is allowed or prohibited. The Offerors are required to provide an assessment and determination that the cost proposed by any subcontractor is fair and reasonable (FAR 15.404-3).
- (u) Offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. Current annual salary is required only if the employee is currently employed by the Offeror or subcontractor. If the employee is a contingency hire, the Offeror or subcontractor must include the agreed to annual salary of the prospective employee. The compensation plan for new employees may be estimated, but shall be consistent with the Offeror's overall proposal. See FAR Clause 52.222-46 "Evaluation of Compensation for Professional Employees (FEB 1993)" of Section M of this RFP.
- (v) Yearly Breakout: Each Offerors Cost Proposal shall be prepared based on the number of labor hours by labor category, travel, and material estimates set forth below under the heading "For Proposal Preparation Purposes Only" herein. Also, indicate how burden and G&A rates, and any other indirect rates are developed, by listing costs included in these indirect cost items.

The quantities of hours of labor for each labor category set forth under the heading "For Proposal Preparation Purposes Only" herein, are to be used by the Offeror for computing total labor costs and represent the Government's current best estimate of requirements. However, the Government can not guarantee either the estimated quantities of labor hours shown for individual labor categories or the total estimated labor hours for the entire period of contract performance (5 years).

All Offerors are to submit their cost proposal in accordance with the following instructions and sample/example contained in Attachment (3) hereto. All cost proposals are to be prepared using Microsoft Excel (Office 97 preferably--any later version of Microsoft Excel is NOT ACCEPTABLE).

Attachment (9) Excel spreadsheet is for an example only. The amounts shown in the sample spreadsheets are for illustration only. Do not propose these numbers.

THE PRIME CONTRACTOR SHALL SUBMIT ITS PROPOSAL ON WHITE BOND PAPER ONLY along with as many 3.5" high density disks (appropriately labeled as to content) as needed for the entire cost proposal (prime and subcontractor(s), if applicable). Only one set of 3.5" disks need be submitted. Each proposal, prime and subcontractor, is to be prepared in accordance with the following instruction and sample.

EACH PROPOSED SUBCONTRACTOR IS TO PREPARE A COST PROPOSAL SPREADSHEET IN THE SAME FORMAT AS PRESENTED HERE. If a proposed subcontractor does not want to disclose detailed pricing information to its prime contractor, then the subcontractor shall submit complete cost proposal spreadsheets, as set forth in these instructions, directly to the contract specialist identified. However, the prime shall indicate in its proposal the subcontract costs as disclosed to the prime by the subcontractor. If a prime contractor has a subcontractor(s), then each subcontractor(s) proposal shall be prepared and submitted on bond paper OTHER THAN WHITE, and the color selected per subcontractor shall be consistent throughout the cost proposal. In the narrative

portion of the cost proposal, the prime contractor shall identify each proposed subcontractor and the color associated with that subcontractor(s) proposal. When the subcontractor(s) submits its detailed cost proposal in accordance with this instruction, it shall submit its cost proposal on the same color paper that the prime has identified to the Government in its cost proposal narrative as being associated with that subcontractor.

Each spreadsheet is to have the following information:

- Company Name
- City, State, Zip
- Solicitation Number
- Work Site (Location)
- Element/Category

Direct Labor - Each spreadsheet is to list by title, the labor categories that the Offeror intends to use for performance of the contract and number of labor hours proposed. Offerors shall use their labor category nomenclature for each category title and shall use the labor hours per category per year as set forth in this section under the heading "For Proposal Presentation Purposes Only". A formula shall be written that multiplies proposed labor hours by proposed labor rates, with the resultant amount indicated in the amount column. The appropriate total number of hours is provided under the heading "For Proposal Preparation Purposes Only". The sample provided lists all labor categories identified for performance of this contract. If additional lines are required, the Offeror is to adjust the sample spreadsheet accordingly. However, the Offeror is cautioned and reminded that any adjustments to an individual spreadsheet cost proposal, (i.e., addition/deletion of lines) needs to be reflected on all spreadsheets, as all spreadsheets shall be linked. A suggestion would be for the Offeror to develop a generic cost proposal spreadsheet that reflects ALL of the intended labor categories.

Composite rates are required for any labor category under each type of services category in which more than one individual is proposed. These composite rates should properly weight individual labor rates (included in the composite) based on calculated percentages of the effort to total effort. The proposal shall clearly demonstrate the individual elements from which the composite rate is developed. Prime contractors and subcontractors can have their own composite rates.

The Offeror should also identify all labor categories subject to the Service Contract Act and identify what category on the Wage Determination applies to the contractor's employees. The direct labor rate (unburdened) paid to each non-exempt employee should be listed next to the contractor's labor category.

The cost proposal spreadsheets shall use the Offeror's labor category nomenclature.

Subtotal Direct Labor- A formula that adds all direct labor amounts shall be written with the resultant calculation indicated.

Labor Overhead - The Offeror is to indicate the base amount that is used to apply the labor overhead rate. If more than one labor overhead rate is proposed, or if Offeror has other indirect labor rate(s), i.e., separate fringe benefits rate(s), Offeror is to so indicate in the cost proposal spreadsheet, along with the base amount. A formula shall be written that multiplies the base amount(s) by the proposed labor overhead rate(s) and shall indicate the result in the amount column.

Subtotal Labor Overhead - A formula that adds all labor overhead amounts shall be written with the resultant calculation indicated.

Total - A formula shall be written that adds the subtotal amounts for direct and labor overhead with the resultant calculation indicated.

Total labor hours - A formula shall be written that adds all proposed direct labor hours proposed for performance of this contract.

Other Direct Costs - The Offeror is to include the following:

- Material/Supplies Costs. The Offeror is to use the estimates provided by the Government for this category.
- Travel Costs. The Offeror is to use the estimates provided by the Government for this category. Fee is prohibited for Travel Costs.
- Associates/Consultant Costs. The Offeror is to use the estimates provided by the Government for this category. Fee is prohibited for Consultant Costs.

Material handling (or other overhead, if applicable) - The Offeror is to indicate the base amount that is used for this indirect rate, if applicable. If more than one indirect rate is proposed, the Offeror is to indicate this in the cost proposal spreadsheet, along with the base amount. A formula shall be written that multiplies the base amount(s) by the proposed indirect rate(s) and shall indicate the result in the amount column.

Grand Sub total - A formula shall be written that adds the totaled amount for labor and overhead to totaled amount for Other Direct Costs and material handling, or other indirect rate, if applicable and the result shall be indicated in the amount column.

G&A - The Offeror is to indicate the base amount that is used to apply the general and administrative (G&A) rate. If more than one G&A rate is proposed, or if the Offeror has other indirect rate(s), the Offeror is to so indicate in the cost proposal spreadsheet, along with the base amount to which any G&A rate is applied. A formula shall be written that multiplies the base amount(s) by the proposed G&A rate(s) with the resultant amount indicated in the amount column. In the narrative portion of Offeror's cost proposal, Offeror is to state the base(s) for application of G&A(s) rate(s).

Subtotal - A formula shall be written that adds the amounts for G&A. If Offeror has only one G&A, then the formula written shall so reflect. If Offeror has more than one G&A amount, then the formula shall add the G&A amounts and that amount shall be displayed.

Total - A formula shall be written that adds the subtotaled amount for G&A with the grand subtotal.

Facilities Capital Cost of Money (FCCM) (If Applicable) - The Offeror is to indicate the base amount that is used to apply facilities capital cost of money factors, if applicable. A formula shall be written that multiplies the base amount(s) by the proposed facilities capital cost of money rate(s) and the result(s) indicated in the amount column.

Subtotal - A formula shall be written that adds the subtotal amount for Cost of Money, if applicable.

Fee - A formula shall be written that excludes FCCM (if applicable) from the grand subtotal, then the formula shall add the fee amount and that amount shall be displayed.

#### **NOTIFICATION TO OFFERORS REGARDING SUBCONTRACTOR FEE:**

**Offerors are hereby notified that all fees to be paid under this contract will be paid to the prime contractor for disbursement to their subcontractor. No subcontractor proposal shall contain an amount for fee. The prime contractor shall arrange the manner in which the company will distribute fee to each subcontractor. The Government will not be involved in the distribution of fee to subcontractors.**

Offeror is to copy all formulas used in the preparation of its cost proposal into columns that the Offeror shall label "DCAA" and "Government Cost Realism". The Government will use these columns to analyze the Offeror's proposal in conjunction with information received through DCAA. By having the contractor provide the methodology by which it developed its proposal, the Government will ensure that it analyzes and calculates these costs in the same manner that the Offeror has prepared its proposal.

**DO NOT LOCK ANY CELLS. LOCKED CELLS WILL MAKE IT DIFFICULT FOR THE GOVERNMENT TO EVALUATE YOUR COST PROPOSAL.**

**FOR PROPOSAL PREPARATION PURPOSES ONLY:**

The Government has identified certain labor, travel, and material/ODC amounts to be used by all Offerors in preparing their cost proposals as set forth herein.

1. Anticipated Award Date-The anticipated award date for this requirement will be in **2nd Quarter Fiscal Year 2004**.
2. Estimated Labor Hours / - The quantities of direct labor hours by labor category by period of contract performance, shown below, are to be used by the Offeror for computing estimated labor costs and is the Government's best estimate. The Government can not either guarantee the estimated quantities of labor hours shown for individual labor categories or the total estimated labor hours for any period of contract performance.

Labor Category	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
	12 Months	12 Months	12 Months	12 Months	12 Months
Program Manager (K)	1920	1920	1920	1920	1920
Project Manager (K)	3840	3840	3840	3840	3840
Senior Engineer (K)	3840	3840	3840	3840	3840
Senior Systems Specialist (K)	3840	3840	3840	3840	3840
Engineer	3840	3840	3840	3840	3840
Systems Analyst	1920	1920	1920	1920	1920
Junior Engineer	5760	5760	5760	5760	5760
Junior Systems Analyst	5760	5760	5760	5760	5760
Subject Matter Expert	3840	3840	3840	3840	3840
Training Specialist	1920	1920	1920	1920	1920
Senior Engineering Technician	7680	7680	7680	7680	7680
Engineering Technician	9600	9600	9600	9600	9600
Mechanical Technician	9600	9600	9600	9600	9600
Logistics Analyst	1920	1920	1920	1920	1920
Technical Writer	1920	1920	1920	1920	1920
Designer/Draftsperson	5760	5760	5760	5760	5760
Administrative Assistant	1920	1920	1920	1920	1920
<b>Totals</b>	<b>74,880</b>	<b>74,880</b>	<b>74,880</b>	<b>74,880</b>	<b>74,880</b>

3. ODC's - Offerors are instructed to use the travel, and material, as specified below, to generate their cost proposals. If the contractor contemplates charging directly to this contract, any other direct costs besides the travel, and material defined herein, they must include an explanation and estimate of such costs in their proposal. This includes acquisition, lease, depreciation, usage charges, etc. of any Government Property, office equipment or Automated Data Processing Equipment.

ODC's	Base	Option 1	Option 2	Option 3	Option 4
Associates/Consultants (Not-to-exceed)*	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
Travel (Not-to-exceed)*	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
Materials/Supplies (Not-to-exceed)	\$3,615,000.00	\$3,615,000.00	\$3,615,000.00	\$3,615,000.00	\$3,615,000.00

<b>SUBTOTAL</b>	<b>\$3,915,000.00</b>	<b>\$3,915,000.00</b>	<b>\$3,915,000.00</b>	<b>\$3,915,000.00</b>	<b>\$3,915,000.00</b>
G&A	\$391,500.00	\$391,500.00	\$391,500.00	\$391,500.00	\$391,500.00
<b>TOTAL ODC'S</b>	<b>\$4,306,500.00</b>	<b>\$4,306,500.00</b>	<b>\$4,306,500.00</b>	<b>\$4,306,500.00</b>	<b>\$4,306,500.00</b>

\*Inclusive of G&A, non-fee bearing

Fee will be allowed on Materials/Supplies

### **REALISM OF COST PROPOSALS**

An Offeror's proposal is presumed to represent his best efforts to respond to the solicitation. Any inconsistency whether real or apparent, between promised performance and cost should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained. Additionally, if a corporate policy has been made to absorb a portion of the estimated cost, that should be stated in the proposal and the contract will include a clause, which requires the Offeror to absorb that portion of costs, reflected in its cost proposal.

Any significant inconsistency if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required and of his financial ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to cost credibility rests with the Offeror.

## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

## CLAUSES INCORPORATED BY FULL TEXT

**HQ M-2-0006 - EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)**

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

**IHD 208 - COST REALISM (FEB 2000) (NAVSEA/IHD)**

Cost realism may be performed as part of the proposal evaluation process. The purpose of this evaluation shall be (1) to verify the offeror's understanding of the requirements; (2) to assess the degree to which the cost/price proposal reflects the approaches and/or risk assessments made in the technical proposal as well as the risk that the offeror will provide the supplies or services for the offered prices/costs; and (3) assess the degree to which the cost included in the cost/price proposal accurately represents the work effort included in the technical proposal. Proposed costs may be adjusted for purposes of evaluation, based upon the results of the cost realism evaluation. When cost realism is performed, the resulting realistic cost estimate shall be used in the evaluation of cost.

**IHD 210****SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD (CPFF) (FEB 2000) (NAVSEA/IHD)**

I. The contract resulting from this solicitation will be awarded to that responsible Offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government price and other factors considered. The Government intends to award a single contract as a result of this solicitation. The Offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas. Proposals will be evaluated and rated against the factors listed below, in descending order of importance:

Technical Proposal  
Past Performance  
Cost/Price

In determining best overall value, the Government will first assess an Offeror on the basis of Technical proposal and then compare and rank Offerors on the basis of past performance. Then the Government will compare the tradeoffs between relative margins of technical ranking, performance and price. The offer who represents the best value will be the Offeror who represents the best tradeoff between technical excellence, superior performance and price.

**A. TECHNICAL PROPOSAL – VOLUME I** (In descending Order of Importance). The following technical factors shall be used to evaluate offers:

- Factor 1: Design/Fabrication/Installation Capability
- Factor 2: Experience
- Factor 3: Facilities
- Factor 4: Testing
- Factor 5: Quality Assurance

An Offeror is required to submit a technical proposal as detailed in Section L under Clause IHD 195. Failure to do so will render an offer ineligible for award.

**B. PAST PERFORMANCE – VOLUME II**

1. The Government will evaluate the quality of the Offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the Offeror's past performance will be used to evaluate the relative capability of the Offeror and their competitors to successfully meet the requirements of the RFP.

2. The Government will evaluate the quality of the Offeror's past performance. This may include any aspect of past performance that is related to this contract. A record of poor past performance may be considered an indication that the Offeror may be lacking in areas such as technical success, quality and customer satisfaction. In evaluating an Offeror's past performance, the Government will consider information contained in the Offeror's past performance references, information obtained from other sources, including past and present customers, subcontractors and any others who may have useful information, and other past performance data available to the Government. Offerors with no past performance history will receive a neutral rating.

a. The subfactors listed below (which are equal in importance) will be used to evaluate past performance:

i. Customer Satisfaction. The Offeror's demonstrated commitment to maintaining an acceptable level of performance and customer satisfaction.

ii. Timeliness. The Offeror's demonstrated ability to meet contract schedules and delivery dates.

iii. Technical Success. The Offeror's demonstrated ability to understand and perform contract requirements.

iv. Program Management. The Offeror's ability to meet or exceed its subcontracting plans.

v. Quality. The Offeror's demonstrated ability to conform to contract specification requirements.

3. Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:

Excellent - The Offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.

Good - The Offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the Offeror again.

Average- The Offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the Offeror again.

Poor - The Offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the Offeror again under any circumstances.

Neutral - Offerors lacking relevant past performance history will receive a neutral rating for past performance.

### C. COST/PRICE

Price/Cost will be evaluated for the base year and all option years. The price/cost proposal shall be evaluated to determine fairness, reasonableness, and compliance with the Wage Determination provided. In addition, proposed rates for each labor category covered by the Service Contract Act shall be evaluated for compliance with the minimum monetary wages and fringe benefits set forth in the Wage Determination. The realism of prices will be evaluated.

The Cost Realism evaluation will result in a determination of the most probable cost to the Government. This evaluation may include consideration of actual salaries being paid for similar work under other contracts, the Independent Government Estimate (IGE), Defense Contract Audit Agency audit information, and evaluation of compensation for professional employees. The labor hours, travel, and material/ODC amounts (plus any applicable burden) specified in Section L will be utilized for evaluation purposes. For evaluation purposes only, the evaluated cost is the higher of either (a) the sum of the Offeror's proposed total estimated cost and fee or (b) the Government's determination of the most probable total cost and fee.

Cost realism pertains to the Offeror's ability to project costs which are reasonable and which indicate that the Offeror understands the nature of the work to be performed. Any understatement or overstatement of costs, whether in labor hours, labor rates, overhead rates and other direct costs, may be considered a reflection of lack of understanding of the work required and may be considered in the technical analysis, which could reduce the capability analysis.

Cost is not the most important evaluation factor; it will not be ignored. Prospective Offerors are forewarned that a proposal meeting solicitation requirements with the lowest evaluated cost may not be selected if award to a higher evaluated cost Offeror is determined to be most advantageous to the Government.

### METHODOLOGY

The Offerors' submission in response to Factors 1, 2, 3, 4, and 5 shall be reviewed by the technical review team. Each factor shall be reviewed based on the merits of the information contained in the Offerors' submission. The technical review team will only examine technical material contained within Volume I. Each factor shall be reviewed and assigned a score for each of the following areas:

Factor 1- Design/Fabrication/Installation Capability  
 Factor 2 - Experience  
 Factor 3 - Facilities  
 Factor 4 – Testing  
 Factor 5 - Quality Assurance  
 Factor 6 - Past Performance  
 Factor 7 - Cost/Price

Once all evaluations are complete the corresponding scores shall be tabulated and placed in a chart as follows in this example:

Offeror	Factor 1, 2, 3, 4, and 5 Score*	Past Performance Rating	Cost/Price
A	88	Excellent	\$47M
B	93	Excellent	\$48M
C	0**	Good	\$43M

D	82	Excellent	\$46M
E	93	Poor	\$39M

\* Not to exceed 100

\*\* Offeror did not comply with RFP instructions, such as failing to submit a complete Volume I - was not evaluated

**NOTE:** Past Performance is equal in value to factors 1 through 5 combined.

Once this information is tabulated, Offerors will be compared making value and price tradeoffs and award will be made to the Offeror that represents the Best Value to the Government. If the Offeror with the highest scores also represents the lowest price then that Offeror is likely to be the Best Value. If an Offeror with higher scores has a higher price, then a determination must be made whether the difference in value is worth the higher price. Offeror C did not comply with the instructions as stated in the solicitation and therefore received a technical score of zero. As the technical evaluation is the most important factor the Government has determined that Offeror C does not represent the best value in regards to the evaluation factors.

FOR COST REIMBURSEMENT TERM COMPLETION/INDEFINITE  
DELIVERY, INDEFINITE QUANTITY CONTRACT

CONTRACT ADMINISTRATION PLAN  
CONTRACT NO. N00174

In order to expedite administration of this contract, the following delineation of duties is provided. The individual/position designated as having responsibility should be contacted for any questions, clarification, or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
  - a. All pre-award information, questions, data, or Freedom of Information inquiries.
  - b. Post award conference
  - c. All post-award changes or interpretations regarding the scope terms, or conditions of the basic contract and/or task orders (unless technical clarifications/questions can be resolved by the COR).
  - d. Request, obtain, and evaluate proposals for task orders to be issued.
  - e. Negotiate/determine the price/estimated cost of the order is fair and reasonable for the effort proposed (may require COR assistance)
  - f. Issue order and obligate funds
  - g. Authorize overtime (only if provided for in contract)
  - h. Authorize performance to begin (includes emergencies)
  - i. Maintains oversight to assure that funds and contract scope are not exceeded.

- j. Monitoring the COR
  - k. Meet at least quarterly with COR to review contract performance (joint responsibility of COR). This may be satisfied telephonically, depending on the circumstances.
  - l. Perform all Contracting Officer functions not delegated to CAO.
2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.
3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract/task order prior to final payment to the contractor.
4. PAYING OFFICE is responsible for payment of proper invoices after acceptance (constructive or actual) or approved provisional payment.
5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:
- a. Controlling all government technical interface with the contractor and providing technical advice and clarifications on the statement of work.
  - b. Providing copies of all government/contractor technical correspondence to the PCO.
  - c. Promptly furnishing the PCO with documentation/comment on any request for change, deviation or waiver (whether generated by the government or the contractor)
  - d. Promptly reviewing the COR copy of the contractor's invoice (public voucher). This includes monitoring of the direct cost of labor, material, travel, etc. to assure invoice is consistent with the task order and the progress made to date and that the charges appear proper. If the COR disagrees with any of the costs in the invoice, he/she will immediately notify DCAA via letter to DFAS (with a copy to the PCO) so they can include these areas in their final audit.
  - e. Monitoring (a) the types of labor categories and number of hours ordered, and (b) that which is actually performed, to assure that neither result in the use of a predominance of the higher cost labor categories, unless actually required. Maintaining a log, by task order, of the hours ordered, and the hours performed (received and accepted), the value of the task order as issued, and the amount invoiced and approved. (Provide log with annual report).

- f. Quality assurance, inspection and acceptance of services and deliverable data.
- g. In the event of contractor delay, or failure to perform, determine the cause, and make recommendations to the PCO for corrective action.
- h. Meeting at least quarterly with the PCO to review contract performance. This may be satisfied telephonically, depending upon the circumstance.
- i. Statement of Work (SOW) for task orders. The SOW for a task order should be prepared by Navy personnel other than the COR who is responsible for acceptance of services and certification of invoices. In this instance, the COR is responsible for final review and submission of the SOW on DD 1423; otherwise, the COR is responsible for preparing the SOW.
- j. Preparing INDEPENDENT government estimate prior to submitting RCP to PCO to request task order. Assist PCO in negotiations if requested. The estimate must be in detail and must include specific breakdown of hours, travel (with estimates and destinations), material (items and costs), other (as applicable).
- k. Maintaining a COR file of all correspondence with the PCO and contractor and copies of all invoices.
- l. If the task order is incrementally funded, the COR shall provide funding, as necessary, to assure required continuity of services.

- m. Complying with SECNAVINST 4200.27A "Proper Use of Contractor Personnel", NAVSEAINST 4200.19 "Service Contract Restriction and Safeguards", NAVSEAINST 4200.17B and SECNAVINST 4205.5 "Contracting Officer's Technical Representative" and the Contracting Officer's COR Appointment Letter.
- n. Submission of written report on contractor performance within 60 days of contract completion, but not less often than annually. The report should address all aspects of contractor performance including cost performance including cost effectiveness, quality and timeliness of contractor performance (and shall include task order log).
- o. Anticipating and submitting requests for follow-on contract requirements in sufficient time to allow for award prior to the expiration of this contract.
- p. Contract Performance Assessment System (CPARS).
  - ( ) This contract WILL be registered in the CPARS database by the Contracts Division with the assistance of the COR. As stated in the COR appointment letter the COR is responsible for updating the CPARS database.
  - ( ) CPARS does NOT apply to this contract.

NAMES/ADDRESSES/CODES/TELEPHONE NUMBER OF COGNIZANT INDIVIDUAL/OFF

COR	<b>Joe McClure</b> Name	<b>655M</b> Code	<b>(301) 744-4688 ext. 276</b> Telephone
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ALTERNATE COR	<b>Dawn Tolson</b> Name	<b>655K</b> Code	<b>(301) 744-4688 ext. 292</b> Telephone
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PCO (refer to Contracting Officer who signed contract documents)

Code	Telephone
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DCAA (refer to the invoice clause of the contract, Section G)

PAYING OFFICE (refer to page one of contract document)

CAO (refer to page one of contract document)

<b>DEPARTMENT OF DEFENSE</b> <b>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				<b>1. CLEARANCE AND SAFEGUARDING</b>																																																																																																																	
				<b>a. FACILITY CLEARANCE REQUIRED</b>  <b>Secret</b>																																																																																																																	
				<b>b. LEVEL OF SAFEGUARDING REQUIRED</b>  <b>Secret</b>																																																																																																																	
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<b>a. PRIME CONTRACT NUMBER</b>		<b>X</b>		<b>a. ORIGINAL (Complete date in all cases)</b> <b>Date (YYMMDD)</b> <b>040226</b>																																																																																																																	
<b>b. SUBCONTRACT NUMBER</b>				<b>b. REVISED (Supersedes all previous specs)</b>	<b>REVISION NO.</b> <b>Date (YYMMDD)</b>																																																																																																																
<b>X</b>	<b>c. SOLICITATION OR OTHER NUMBER N00174-04-R-0002</b>	<b>Due Date (YYMMDD)</b> <b>040226</b>	<b>c. FINAL (Complete item 5 in all cases)</b>		<b>Date (YYMMDD)</b>																																																																																																																
<b>4. IS THIS A FOLLOW-ON CONTRACT?</b> <input type="checkbox"/> <b>YES</b> <input checked="" type="checkbox"/> <b>NO</b> if Yes, complete the following Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.																																																																																																																					
<b>5. IS THIS A FINAL DD FORM 254?</b> <input type="checkbox"/> <b>YES</b> <input checked="" type="checkbox"/> <b>NO</b> if Yes, complete the following In response to the contractor's request dated _____ retention of the identified material is authorized for the period of _____																																																																																																																					
<b>6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)</b>																																																																																																																					
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**12. PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

☐ Direct ☒ Through (Specify)

Commander, Indian Head Division, Naval Surface Warfare Center, 101 Strauss Avenue, Attn: PA, Indian Head, MD 20640-5035

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review. In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

**13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

**10j.** The contractor shall provide adequate physical protection to unclassified (For Official Use Only) information so as to preclude access by any person or entity not authorized such access by the U.S. Government.

**11c.** Classification markings on source documents specify the required classification and protection. For Classification and Markings follow Chapter 4, NISPOM.

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the if contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 additional space is needed.) ☐ Yes ☒ No

**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.) ☐ Yes ☒ No

**16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

KAREN L. THEDFORD

b. TITLE

Contracting Officer for  
Security Matters

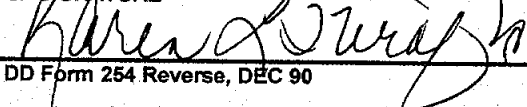
c. TELEPHONE (Include Area Code).

(301) 744-4588

d. ADDRESS (Include Zip Code)

Commander, Indian Head Division  
NSWC, 101 Strauss Avenue  
Indian Head, MD 20640-5035

e. SIGNATURE



**17. REQUIRED DISTRIBUTION**

☒

a. CONTRACTOR

☐

b. SUBCONTRACTOR

☒

c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

☒

d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

☒

e. ADMINISTRATIVE CONTRACTING OFFICER

☒

f. OTHERS AS NECESSARY NSWC 102, 114, 655

WAGE DETERMINATION NO: 94-2103 REV (30) AREA: DC, DISTRICT-WIDE  
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
| WASHINGTON D.C. 20210

Division of  
Wage Determinations

Wage Determination No.: 1994-2103  
Revision No.: 30  
Date Of Last Revision: 06/03/2003

Area: District of Columbia Statewide

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King  
George, Loudoun, Prince William, Stafford

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

Support and Clerical Occupations	
01011 - Accounting Clerk I	11.18
01012 - Accounting Clerk II	12.74
01013 - Accounting Clerk III	14.30
01014 - Accounting Clerk IV	16.37
01030 - Court Reporter	16.43
01050 - Dispatcher, Motor Vehicle	16.09
01060 - Document Preparation Clerk	12.42
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.42
01110 - Film/Tape Librarian	14.65
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.04
01131 - Key Entry Operator I	10.80
01132 - Key Entry Operator II	12.07
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	14.24
01263 - Personnel Assistant (Employment) III	16.42
01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	17.28
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	15.26
01312 - Secretary II	16.56
01313 - Secretary III	19.04
01314 - Secretary IV	20.15
01315 - Secretary V	23.47

01320 - Service Order Dispatcher	15.44
01341 - Stenographer I	14.68
01342 - Stenographer II	16.47
01400 - Supply Technician	20.15
01420 - Survey Worker (Interviewer)	14.94
01460 - Switchboard Operator-Receptionist	10.96
01510 - Test Examiner	16.56
01520 - Test Proctor	16.56
01531 - Travel Clerk I	11.63
01532 - Travel Clerk II	12.49
01533 - Travel Clerk III	13.41
01611 - Word Processor I	11.80
01612 - Word Processor II	14.22
01613 - Word Processor III	16.65
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.86
03041 - Computer Operator I	14.30
03042 - Computer Operator II	15.82
03043 - Computer Operator III	18.60
03044 - Computer Operator IV	20.44
03045 - Computer Operator V	22.94
03071 - Computer Programmer I (1)	19.64
03072 - Computer Programmer II (1)	23.05
03073 - Computer Programmer III (1)	26.99
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.30
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.73
05010 - Automotive Glass Installer	17.88
05040 - Automotive Worker	17.88
05070 - Electrician, Automotive	18.95
05100 - Mobile Equipment Servicer	15.69
05130 - Motor Equipment Metal Mechanic	19.98
05160 - Motor Equipment Metal Worker	17.88
05190 - Motor Vehicle Mechanic	20.07
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	17.88
05310 - Painter, Automotive	18.95
05340 - Radiator Repair Specialist	17.88
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	19.98
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.01
07010 - Baker	11.87
07041 - Cook I	10.93
07042 - Cook II	12.46
07070 - Dishwasher	9.22
07130 - Meat Cutter	16.07
07250 - Waiter/Waitress	8.59
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09070 - Furniture Refinisher	18.05

09100 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	12.98
11121 - House Keeping Aid I	9.13
11122 - House Keeping Aid II	9.39
11150 - Janitor	10.12
11210 - Laborer, Grounds Maintenance	10.75
11240 - Maid or Houseman	9.28
11270 - Pest Controller	12.44
11300 - Refuse Collector	10.88
11330 - Tractor Operator	12.73
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12020 - Dental Assistant	15.80
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.08
12071 - Licensed Practical Nurse I	14.63
12072 - Licensed Practical Nurse II	16.42
12073 - Licensed Practical Nurse III	18.38
12100 - Medical Assistant	12.94
12130 - Medical Laboratory Technician	15.32
12160 - Medical Record Clerk	13.60
12190 - Medical Record Technician	14.97
12221 - Nursing Assistant I	8.46
12222 - Nursing Assistant II	9.52
12223 - Nursing Assistant III	11.94
12224 - Nursing Assistant IV	13.40
12250 - Pharmacy Technician	11.84
12280 - Phlebotomist	11.21
12311 - Registered Nurse I	24.00
12312 - Registered Nurse II	26.70
12313 - Registered Nurse II, Specialist	26.70
12314 - Registered Nurse III	34.48
12315 - Registered Nurse III, Anesthetist	34.48
12316 - Registered Nurse IV	41.33
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.95
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	22.48
13013 - Exhibits Specialist III	27.29
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	22.33
13050 - Library Technician	16.28
13071 - Photographer I	13.93
13072 - Photographer II	15.64
13073 - Photographer III	19.56
13074 - Photographer IV	24.08
13075 - Photographer V	26.50
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.71
15030 - Counter Attendant	8.71
15040 - Dry Cleaner	9.94

15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71
15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	10.67
15220 - Tailor	12.43
15250 - Washer, Machine	9.31
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.95
19040 - Tool and Die Maker	23.05
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.38
21020 - Material Coordinator	17.12
21030 - Material Expediter	17.12
21040 - Material Handling Laborer	11.50
21050 - Order Filler	13.21
21071 - Forklift Operator	14.58
21080 - Production Line Worker (Food Processing)	14.08
21100 - Shipping/Receiving Clerk	13.09
21130 - Shipping Packer	13.02
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.01
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	15.76
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	14.71
23050 - Aircraft Quality Control Inspector	23.43
23060 - Aircraft Servicer	17.82
23070 - Aircraft Worker	18.09
23100 - Appliance Mechanic	18.95
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	22.51
23130 - Carpenter, Maintenance	18.95
23140 - Carpet Layer	17.61
23160 - Electrician, Maintenance	22.59
23181 - Electronics Technician, Maintenance I	16.88
23182 - Electronics Technician, Maintenance II	21.92
23183 - Electronics Technician, Maintenance III	23.87
23260 - Fabric Worker	16.55
23290 - Fire Alarm System Mechanic	19.98
23310 - Fire Extinguisher Repairer	15.69
23340 - Fuel Distribution System Mechanic	20.93
23370 - General Maintenance Worker	17.28
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.25
23430 - Heavy Equipment Mechanic	19.98
23440 - Heavy Equipment Operator	20.28
23460 - Instrument Mechanic	19.98
23470 - Laborer	11.79
23500 - Locksmith	18.95
23530 - Machinery Maintenance Mechanic	20.51
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	14.54
23640 - Millwright	19.70
23700 - Office Appliance Repairer	18.95
23740 - Painter, Aircraft	21.29

23760 - Painter, Maintenance	18.95
23790 - Pipefitter, Maintenance	20.94
23800 - Plumber, Maintenance	19.86
23820 - Pneudraulic Systems Mechanic	19.98
23850 - Rigger	19.98
23870 - Scale Mechanic	17.88
23890 - Sheet-Metal Worker, Maintenance	19.98
23910 - Small Engine Mechanic	20.05
23930 - Telecommunication Mechanic I	19.41
23931 - Telecommunication Mechanic II	20.45
23950 - Telephone Lineman	20.93
23960 - Welder, Combination, Maintenance	19.98
23965 - Well Driller	19.98
23970 - Woodcraft Worker	19.98
23980 - Woodworker	15.32
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.37
24580 - Child Care Center Clerk	15.86
24600 - Chore Aid	8.86
24630 - Homemaker	16.45
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	19.52
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	13.85
25210 - Water Treatment Plant Operator	19.72
27000 - Protective Service Occupations	
(not set) - Police Officer	21.76
27004 - Alarm Monitor	15.26
27006 - Corrections Officer	17.69
27010 - Court Security Officer	19.46
27040 - Detention Officer	18.29
27070 - Firefighter	19.72
27101 - Guard I	9.51
27102 - Guard II	12.53
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.76
28020 - Hatch Tender	16.76
28030 - Line Handler	16.76
28040 - Stevedore I	15.76
28050 - Stevedore II	17.78
29000 - Technical Occupations	
21150 - Graphic Artist	20.52
29010 - Air Traffic Control Specialist, Center (2)	29.85
29011 - Air Traffic Control Specialist, Station (2)	20.59
29012 - Air Traffic Control Specialist, Terminal (2)	22.67
29023 - Archeological Technician I	15.52
29024 - Archeological Technician II	17.35
29025 - Archeological Technician III	21.51
29030 - Cartographic Technician	22.87
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.84
29040 - Civil Engineering Technician	19.56
29061 - Drafter I	13.01
29062 - Drafter II	16.29
29063 - Drafter III	18.30
29064 - Drafter IV	22.87
29081 - Engineering Technician I	16.15

29082 - Engineering Technician II	18.75
29083 - Engineering Technician III	22.54
29084 - Engineering Technician IV	25.86
29085 - Engineering Technician V	31.62
29086 - Engineering Technician VI	38.26
29090 - Environmental Technician	19.29
29100 - Flight Simulator/Instructor (Pilot)	30.54
29160 - Instructor	23.97
29210 - Laboratory Technician	16.87
29240 - Mathematical Technician	23.39
29361 - Paralegal/Legal Assistant I	18.38
29362 - Paralegal/Legal Assistant II	23.44
29363 - Paralegal/Legal Assistant III	28.68
29364 - Paralegal/Legal Assistant IV	34.69
29390 - Photooptics Technician	22.87
29480 - Technical Writer	25.08
29491 - Unexploded Ordnance (UXO) Technician I	18.97
29492 - Unexploded Ordnance (UXO) Technician II	22.96
29493 - Unexploded Ordnance (UXO) Technician III	27.51
29494 - Unexploded (UXO) Safety Escort	18.97
29495 - Unexploded (UXO) Sweep Personnel	18.97
29620 - Weather Observer, Senior (3)	21.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.30
29622 - Weather Observer, Upper Air (3)	18.30
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.95
31260 - Parking and Lot Attendant	8.62
31290 - Shuttle Bus Driver	12.94
31300 - Taxi Driver	10.99
31361 - Truckdriver, Light Truck	12.37
31362 - Truckdriver, Medium Truck	15.72
31363 - Truckdriver, Heavy Truck	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.33
99030 - Cashier	8.53
99041 - Carnival Equipment Operator	11.78
99042 - Carnival Equipment Repairer	12.69
99043 - Carnival Worker	7.93
99050 - Desk Clerk	9.78
99095 - Embalmer	19.04
99300 - Lifeguard	9.97
99310 - Mortician	22.94
99350 - Park Attendant (Aide)	12.52
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.81
99500 - Recreation Specialist	15.94
99510 - Recycling Worker	14.06
99610 - Sales Clerk	10.49
99620 - School Crossing Guard (Crosswalk Attendant)	11.37
99630 - Sport Official	11.24
99658 - Survey Party Chief (Chief of Party)	16.41
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.60
99660 - Surveying Aide	10.20
99690 - Swimming Pool Operator	13.54
99720 - Vending Machine Attendant	10.43
99730 - Vending Machine Repairer	13.54
99740 - Vending Machine Repairer Helper	11.02

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the

request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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# CONTRACT DATA REQUIREMENTS LIST


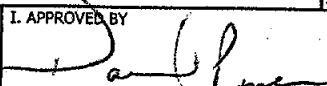
(2 Data Items)

Form Approved

OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|----------------------------------------|-------------------------------------------------|------------------------------------------------------|-----------|
| The public reporting burden for this collect                                                                                                                                                                                                                                                          |                                                                                 | B. EXHIBIT<br>A                        |                                                 | C. CATEGORY:<br>TDP ____ TM ____ OTHER <u>X</u> ____ |           |
| D. SYSTEM/ITEM<br>Manufacturing Services                                                                                                                                                                                                                                                              |                                                                                 | E. CONTRACTOR NO.                      |                                                 | F. CONTRACTOR                                        |           |
| 1. DATA ITEM NO.<br>A001                                                                                                                                                                                                                                                                              | 2. TITLE OF DATA ITEM<br>CONTRACTOR'S<br>PROGRESS, STATUS AND MANAGEMENT REPORT |                                        |                                                 | 3. SUBTITLE<br>Monthly Report                        |           |
| 4. AUTHORITY (Data Acquisition Document No.)<br>DI-MGMT-80227 (Advisory Only)                                                                                                                                                                                                                         |                                                                                 | 5. CONTRACT REFERENCE<br>SOW Para. 4.1 |                                                 | 6. REQUIRING OFFICE<br>NAVSEA/IH 655M                |           |
| 7. DD 250 REQ<br>LT                                                                                                                                                                                                                                                                                   | 9. DIST STATEMENT<br>REQUIRED                                                   | 10. FREQUENCY<br>MTHLY                 | 12. DATE OF FIRST SUBMISSION<br>10 DARF         | 14. DISTRIBUTION                                     |           |
| 8. APP CODE                                                                                                                                                                                                                                                                                           | N/A                                                                             | 11. AS OF DATE<br>0                    | 13. DATE OF SUBSEQUENT<br>SUBMISSION<br>10 DARF | a. ADDRESSEE                                         | b. COPIES |
| 16. REMARKS: Use DID as a guide only. Format submitted shall be approved by the Government. Electronic media is acceptable whenever practical.<br><br>Block 14: NAVSEA/IH:<br>Indian Head Division/Naval Surface Warfare Center<br>101 Strauss Ave., Bldg 303, Indian Head, MD 20640-5053, Attn: 655M |                                                                                 |                                        |                                                 | NAVSEA/IH                                            | Final     |
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| A. CONTRACT LINE ITEM NO.                                                                                                                                                                                                                                                                                                                                                                                                            |                                                          | B. EXHIBIT<br>A                        |                                                                                                       | C. CATEGORY:<br>TDP ____ TM ____ OTHER <u>X</u> ____ |                    |
| D. SYSTEM/ITEM<br>Manufacturing Services                                                                                                                                                                                                                                                                                                                                                                                             |                                                          | E. CONTRACTOR NO.                      |                                                                                                       | F. CONTRACTOR                                        |                    |
| 1. DATA ITEM NO.<br>A002                                                                                                                                                                                                                                                                                                                                                                                                             | 2. TITLE OF DATA ITEM<br>TECHNICAL REPORT-STUDY/SERVICES |                                        |                                                                                                       | 3. SUBTITLE                                          |                    |
| 4. AUTHORITY (Data Acquisition Document No.)<br>DI-MISC-80508A (Advisory Only)                                                                                                                                                                                                                                                                                                                                                       |                                                          | 5. CONTRACT REFERENCE<br>SOW Para. 4.2 |                                                                                                       | 6. REQUIRING OFFICE<br>NAVSEA/IH 655M                |                    |
| 7. DD 250 REQ<br>LT                                                                                                                                                                                                                                                                                                                                                                                                                  | 9. DIST STATEMENT<br>REQUIRED                            | 10. FREQUENCY<br>AsReq                 | 12. DATE OF FIRST SUBMISSION<br>See Blk. 16                                                           | 14. DISTRIBUTION                                     |                    |
| 8. APP CODE                                                                                                                                                                                                                                                                                                                                                                                                                          | N/A                                                      | 11. AS OF DATE<br>N/A                  | 13. DATE OF SUBSEQUENT<br>SUBMISSION<br>See Blk. 16                                                   | a. ADDRESSEE                                         | b. COPIES          |
| 16. REMARKS Use DID as a guide only. Format submitted shall be approved by the Government. Electronic media is acceptable whenever practical. *Only copy of transmittal required.<br><br>Blocks 10-13: Detailed information to be provided in the individual delivery orders.<br><br>Block 14: NAVSEA/IH:<br>Indian Head Division/Naval Surface Warfare Center<br>101 Strauss Ave., Bldg 303, Indian Head, MD 20640-5053, Attn: 655M |                                                          |                                        |                                                                                                       | NAVSEA/IH                                            | Final              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                          |                                        |                                                                                                       | *Letter Only                                         | Reg                |
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| G. PREPARED BY<br><br>Joe T. McClure                                                                                                                                                                                                                                                                                                              |                                                          | H. DATE<br>8/13/03                     | I. APPROVED BY<br> |                                                      | J. DATE<br>8/19/03 |

# CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved

OMB No. 0704-0188

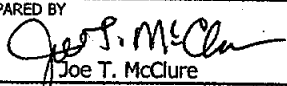

The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

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| A. CONTRACT LINE ITEM NO.                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                          | B. EXHIBIT<br>A                        |                                                     | C. CATEGORY:<br>TDP _____ TM _____ OTHER <input checked="" type="checkbox"/> X _____ |           |
| D. SYSTEM/ITEM<br>Manufacturing Services                                                                                                                                                                                                                                                                                                                                                                                                       |                                                          | E. CONTRACTOR NO.                      |                                                     | F. CONTRACTOR                                                                        |           |
| 1. DATA ITEM NO.<br>A003                                                                                                                                                                                                                                                                                                                                                                                                                       | 2. TITLE OF DATA ITEM<br>SCIENTIFIC AND TECHNICAL REPORT |                                        |                                                     | 3. SUBTITLE                                                                          |           |
| 4. AUTHORITY (Data Acquisition Document No.)<br>DI-MISC-80711A (Advisory Only)                                                                                                                                                                                                                                                                                                                                                                 |                                                          | 5. CONTRACT REFERENCE<br>SOW Para. 4.3 |                                                     | 6. REQUIRING OFFICE<br>NAVSEA/IH 655M                                                |           |
| 7. DD 250 REQ<br>LT                                                                                                                                                                                                                                                                                                                                                                                                                            | 9. DIST STATEMENT<br>REQUIRED                            | 10. FREQUENCY<br>AsReq                 | 12. DATE OF FIRST SUBMISSION<br>See Blk. 16         | 14. DISTRIBUTION                                                                     |           |
| 8. APP CODE                                                                                                                                                                                                                                                                                                                                                                                                                                    | N/A                                                      | 11. AS OF DATE<br>N/A                  | 13. DATE OF SUBSEQUENT<br>SUBMISSION<br>See Blk. 16 | a. ADDRESSEE                                                                         | b. COPIES |
| <p>16. REMARKS: Use DID as a guide only. Format submitted shall be approved by the Government. Electronic media is acceptable whenever practical. *Only copy of transmittal required.</p> <p>Blocks 10-13: Detailed information to be provided in the individual delivery orders.</p> <p>Block 14: NAVSEA/IH:<br/>Indian Head Division/Naval Surface Warfare Center<br/>101 Strauss Ave., Bldg 303, Indian Head, MD 20640-5053, Attn: 655M</p> |                                                          |                                        |                                                     | NAVSEA/IH                                                                            |           |
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| A. CONTRACT LINE ITEM NO.                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                     | B. EXHIBIT<br>A                                  |                                                     | C. CATEGORY:<br>TDP _____ TM _____ OTHER <input checked="" type="checkbox"/> X _____ |           |
| D. SYSTEM/ITEM<br>Manufacturing Services                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                     | E. CONTRACTOR NO.                                |                                                     | F. CONTRACTOR                                                                        |           |
| 1. DATA ITEM NO.<br>A004                                                                                                                                                                                                                                                                                                                                                                                                                        | 2. TITLE OF DATA ITEM<br>CONTRACTOR'S CONFIGURATION MANAGEMENT PLAN |                                                  |                                                     |                                                                                      |           |
| 4. AUTHORITY (Data Acquisition Document No.)<br>DI-CMAN-80858B (Advisory Only)                                                                                                                                                                                                                                                                                                                                                                  |                                                                     | 5. CONTRACT REFERENCE<br>SOW Para. 3.5.4 and 4.4 |                                                     | 6. REQUIRING OFFICE<br>NAVSEA/IH 655M                                                |           |
| 7. DD 250 REQ<br>LT                                                                                                                                                                                                                                                                                                                                                                                                                             | 9. DIST STATEMENT<br>REQUIRED                                       | 10. FREQUENCY<br>AsReq                           | 12. DATE OF FIRST SUBMISSION<br>See Blk. 16         | 14. DISTRIBUTION                                                                     |           |
| 8. APP CODE                                                                                                                                                                                                                                                                                                                                                                                                                                     | N/A                                                                 | 11. AS OF DATE<br>N/A                            | 13. DATE OF SUBSEQUENT<br>SUBMISSION<br>See Blk. 16 | a. ADDRESSEE                                                                         | b. COPIES |
| <p>16. REMARKS: Use DID as a guide only. Format submitted shall be approved by the Government. Electronic media is acceptable whenever practical. * Only copy of transmittal required.</p> <p>Blocks 10-13: Detailed information to be provided in the individual delivery orders.</p> <p>Block 14: NAVSEA/IH:<br/>Indian Head Division/Naval Surface Warfare Center<br/>101 Strauss Ave., Bldg 303, Indian Head, MD 20640-5053, Attn: 655M</p> |                                                                     |                                                  |                                                     | NAVSEA/IH                                                                            |           |
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| G. PREPARED BY<br><br>Joe T. McClure | H. DATE<br>8/13/03 | I. APPROVED BY<br> | J. DATE<br>8/19/03 |
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# CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved

OMB No. 0704-0188

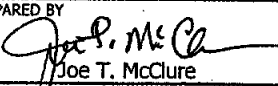

The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

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| A. CONTRACT LINE ITEM NO.                                                                                                                                                                                                                                                                                                                                                                                                                      |                                    | B. EXHIBIT<br>A                                |                                                     | C. CATEGORY:<br>TDP ____ TM ____ OTHER <input checked="" type="checkbox"/> X ____ |           |
| D. SYSTEM/ITEM<br>Manufacturing Services                                                                                                                                                                                                                                                                                                                                                                                                       |                                    | E. CONTRACTOR NO.                              |                                                     | F. CONTRACTOR                                                                     |           |
| 1. DATA ITEM NO.<br>A005                                                                                                                                                                                                                                                                                                                                                                                                                       | 2. TITLE OF DATA ITEM<br>TEST PLAN |                                                |                                                     | 3. SUBTITLE                                                                       |           |
| 4. AUTHORITY (Data Acquisition Document No.)<br>DI-NDTI-80566 (Advisory Only)                                                                                                                                                                                                                                                                                                                                                                  |                                    | 5. CONTRACT REFERENCE<br>SOW Para. 3.3 and 4.5 |                                                     | 6. REQUIRING OFFICE<br>NAVSEA/IH 655M                                             |           |
| 7. DD 250 REQ<br>LT                                                                                                                                                                                                                                                                                                                                                                                                                            | 9. DIST STATEMENT<br>REQUIRED      | 10. FREQUENCY<br>AsReq                         | 12. DATE OF FIRST SUBMISSION<br>See Blk. 16         | 14. DISTRIBUTION                                                                  |           |
| 8. APP CODE                                                                                                                                                                                                                                                                                                                                                                                                                                    | N/A                                | 11. AS OF DATE<br>N/A                          | 13. DATE OF SUBSEQUENT<br>SUBMISSION<br>See Blk. 16 | a. ADDRESSEE                                                                      | b. COPIES |
| <p>16. REMARKS: Use DID as a guide only. Format submitted shall be approved by the Government. Electronic media is acceptable whenever practical. *Only copy of transmittal required.</p> <p>Blocks 10-13: Detailed information to be provided in the individual delivery orders.</p> <p>Block 14: NAVSEA/IH:<br/>Indian Head Division/Naval Surface Warfare Center<br/>101 Strauss Ave., Bldg 303, Indian Head, MD 20640-5053, Attn: 655M</p> |                                    |                                                |                                                     | NAVSEA/IH                                                                         | Final     |
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| A. CONTRACT LINE ITEM NO.                                                                                                                                                                                                                                                                                                                                                                                                                      |                                         | B. EXHIBIT<br>A                                |                                                     | C. CATEGORY:<br>TDP ____ TM ____ OTHER <input checked="" type="checkbox"/> X ____ |           |
| D. SYSTEM/ITEM<br>Manufacturing Services                                                                                                                                                                                                                                                                                                                                                                                                       |                                         | E. CONTRACTOR NO.                              |                                                     | F. CONTRACTOR                                                                     |           |
| 1. DATA ITEM NO.<br>A006                                                                                                                                                                                                                                                                                                                                                                                                                       | 2. TITLE OF DATA ITEM<br>TEST PROCEDURE |                                                |                                                     | 3. SUBTITLE                                                                       |           |
| 4. AUTHORITY (Data Acquisition Document No.)<br>DI-NDTI-80603 (Advisory Only)                                                                                                                                                                                                                                                                                                                                                                  |                                         | 5. CONTRACT REFERENCE<br>SOW PARA. 3.3 and 4.6 |                                                     | 6. REQUIRING OFFICE<br>NAVSEA/IH 655M                                             |           |
| 7. DD 250 REQ<br>LT                                                                                                                                                                                                                                                                                                                                                                                                                            | 9. DIST STATEMENT<br>REQUIRED           | 10. FREQUENCY<br>AsReq                         | 12. DATE OF FIRST SUBMISSION<br>See Blk. 16         | 14. DISTRIBUTION                                                                  |           |
| 8. APP CODE                                                                                                                                                                                                                                                                                                                                                                                                                                    | N/A                                     | 11. AS OF DATE<br>N/A                          | 13. DATE OF SUBSEQUENT<br>SUBMISSION<br>See Blk. 16 | a. ADDRESSEE                                                                      | b. COPIES |
| <p>16. REMARKS: Use DID as a guide only. Format submitted shall be approved by the Government. Electronic media is acceptable whenever practical. *Only copy of transmittal required.</p> <p>Blocks 10-13: Detailed information to be provided in the individual delivery orders.</p> <p>Block 14: NAVSEA/IH:<br/>Indian Head Division/Naval Surface Warfare Center<br/>101 Strauss Ave., Bldg 303, Indian Head, MD 20640-5053, Attn: 655M</p> |                                         |                                                |                                                     | NAVSEA/IH                                                                         | Final     |
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| G. PREPARED BY<br><br>Joe T. McClure | H. DATE<br>8/13/03 | I. APPROVED BY<br> | J. DATE<br>8/19/03 |
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# CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

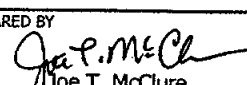
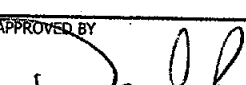
Form Approved

OMB No. 0704-0188

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| A. CONTRACT LINE ITEM NO.                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                 | B. EXHIBIT<br>A                                  |                                                  | C. CATEGORY:<br>TDP ____ TM ____ OTHER <u>X</u> ____ |           |  |
| D. SYSTEM/ITEM<br>Manufacturing Services                                                                                                                                                                                                                                                                                                                                                                                                       |                                                 | E. CONTRACTOR NO.                                |                                                  | F. CONTRACTOR                                        |           |  |
| 1. DATA ITEM NO.<br>A007                                                                                                                                                                                                                                                                                                                                                                                                                       | 2. TITLE OF DATA ITEM<br>TEST/INSPECTION REPORT |                                                  |                                                  | 3. SUBTITLE                                          |           |  |
| 4. AUTHORITY (Data Acquisition Document No.)<br>DI-NDTI-80809B (Advisory Only)                                                                                                                                                                                                                                                                                                                                                                 |                                                 | 5. CONTRACT REFERENCE<br>SOW Para. 3.5.2 and 4.7 |                                                  | 6. REQUIRING OFFICE<br>NAVSEA/IH 655M                |           |  |
| 7. DD 250 REQ<br>LT                                                                                                                                                                                                                                                                                                                                                                                                                            | 9. DIST STATEMENT<br>REQUIRED                   | 10. FREQUENCY<br>AsReq                           | 12. DATE OF FIRST SUBMISSION<br>See Blk. 16      | 14. DISTRIBUTION                                     |           |  |
| 8. APP CODE                                                                                                                                                                                                                                                                                                                                                                                                                                    | N/A                                             | 11. AS OF DATE<br>N/A                            | 13. DATE OF SUBSEQUENT SUBMISSION<br>See Blk. 16 | a. ADDRESSEE                                         | b. COPIES |  |
| <p>16. REMARKS: Use DID as a guide only. Format submitted shall be approved by the Government. Electronic media is acceptable whenever practical. *Only copy of transmittal required.</p> <p>Blocks 10-13: Detailed information to be provided in the individual delivery orders.</p> <p>Block 14: NAVSEA/IH:<br/>Indian Head Division/Naval Surface Warfare Center<br/>101 Strauss Ave., Bldg 303, Indian Head, MD 20640-5053, Attn: 655M</p> |                                                 |                                                  |                                                  | Draft                                                | Final     |  |
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| 15. TOTAL                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                 |                                                  |                                                  |                                                      | TBD       |  |

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| A. CONTRACT LINE ITEM NO.                                                                                                                                                                                                                                                                                                                                                                                                                      |                                            | B. EXHIBIT<br>A                                  |                                                  | C. CATEGORY:<br>TDP ____ TM ____ OTHER <u>X</u> ____ |           |  |
| D. SYSTEM/ITEM<br>Manufacturing Services                                                                                                                                                                                                                                                                                                                                                                                                       |                                            | E. CONTRACTOR NO.                                |                                                  | F. CONTRACTOR                                        |           |  |
| 1. DATA ITEM NO.<br>A008                                                                                                                                                                                                                                                                                                                                                                                                                       | 2. TITLE OF DATA ITEM<br>CONFERENCE AGENDA |                                                  |                                                  | 3. SUBTITLE                                          |           |  |
| 4. AUTHORITY (Data Acquisition Document No.)<br>DI-ADMN-81249A (Advisory Only)                                                                                                                                                                                                                                                                                                                                                                 |                                            | 5. CONTRACT REFERENCE<br>SOW PARA. 3.5.5 and 4.8 |                                                  | 6. REQUIRING OFFICE<br>NAVSEA/IH 655M                |           |  |
| 7. DD 250 REQ<br>LT                                                                                                                                                                                                                                                                                                                                                                                                                            | 9. DIST STATEMENT<br>REQUIRED              | 10. FREQUENCY<br>AsReq                           | 12. DATE OF FIRST SUBMISSION<br>See Blk. 16      | 14. DISTRIBUTION                                     |           |  |
| 8. APP CODE                                                                                                                                                                                                                                                                                                                                                                                                                                    | N/A                                        | 11. AS OF DATE<br>N/A                            | 13. DATE OF SUBSEQUENT SUBMISSION<br>See Blk. 16 | a. ADDRESSEE                                         | b. COPIES |  |
| <p>16. REMARKS: Use DID as a guide only. Format submitted shall be approved by the Government. Electronic media is acceptable whenever practical. *Only copy of transmittal required.</p> <p>Blocks 10-13: Detailed information to be provided in the individual delivery orders.</p> <p>Block 14: NAVSEA/IH:<br/>Indian Head Division/Naval Surface Warfare Center<br/>101 Strauss Ave., Bldg 303, Indian Head, MD 20640-5053, Attn: 655M</p> |                                            |                                                  |                                                  | Draft                                                | Final     |  |
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| G. PREPARED BY<br><br>Joe P. McClure | H. DATE<br>8/13/03 | I. APPROVED BY<br> | J. DATE<br>8/19/03 |
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(2 Data Items)

OMB No. 0704-0188

|                                          |                                             |                   |                                                 |
|------------------------------------------|---------------------------------------------|-------------------|-------------------------------------------------|
| A. CONTRACT LINE ITEM NO.                |                                             | B. EXHIBIT<br>A   | C. CATEGORY:<br>TDP ____ TM ____ OTHER <u>X</u> |
| D. SYSTEM/ITEM<br>Manufacturing Services |                                             | E. CONTRACTOR NO. | F. CONTRACTOR                                   |
| 1. DATA ITEM NO.<br>A009                 | 2. TITLE OF DATA ITEM<br>CONFERENCE MINUTES | 3. SUBTITLE       |                                                 |

|                                                                                        |                                                 |                               |                                                                |                  |                                              |           |
|----------------------------------------------------------------------------------------|-------------------------------------------------|-------------------------------|----------------------------------------------------------------|------------------|----------------------------------------------|-----------|
| 4. AUTHORITY (Data Acquisition Document No.)<br><b>DI-ADMIN-81250A (Advisory Only)</b> |                                                 |                               | 5. CONTRACT REFERENCE<br><b>SOW Para. 3.5.5 and 4.9</b>        |                  | 6. REQUIRING OFFICE<br><b>NAVSEA/IH 655M</b> |           |
| 7. DD 250 REQ<br><b>LT</b>                                                             | 9. DIST STATEMENT<br>REQUIRED<br><br><b>N/A</b> | 10. FREQUENCY<br><b>AsReq</b> | 12. DATE OF FIRST SUBMISSION<br><b>See Blk. 16</b>             | 14. DISTRIBUTION |                                              |           |
| 8. APP CODE                                                                            |                                                 | 11. AS OF DATE<br><b>N/A</b>  | 13. DATE OF SUBSEQUENT<br>SUBMISSION<br><br><b>See Blk. 16</b> | a. ADDRESSEE     |                                              | b. COPIES |
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Indian Head Division/Naval Surface Warfare Center  
101 Strauss Ave., Bldg 303, Indian Head, MD 20640-5053, Attn: 655M

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| A. CONTRACT LINE ITEM NO.                    |                                                       | B. EXHIBIT<br><br>A | C. CATEGORY:<br>TDP ____ TM ____ OTHER <u>X</u> ____ | 13. TOTAL |  | TBD |
| D. SYSTEM/ITEM<br><br>Manufacturing Services |                                                       | E. CONTRACTOR NO.   | F. CONTRACTOR                                        |           |  |     |
| 1. DATA ITEM NO.<br>A010                     | 2. TITLE OF DATA ITEM<br>ENGINEERING CHANGE PROPOSALS | 3. SUBTITLE         |                                                      |           |  |     |

|                                                                                       |                                                 |                                                          |                                                                |                                              |                                                                                                                                               |  |       |  |       |     |      |
|---------------------------------------------------------------------------------------|-------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--|-------|--|-------|-----|------|
| 4. AUTHORITY (Data Acquisition Document No.)<br><b>DI-CMAN-80639C (Advisory Only)</b> |                                                 | 5. CONTRACT REFERENCE<br><b>SOW PARA. 3.5.4 and 4.10</b> |                                                                | 6. REQUIRING OFFICE<br><b>NAVSEA/IH 655M</b> |                                                                                                                                               |  |       |  |       |     |      |
| 7. DD 250 REQ<br><b>LT</b>                                                            | 9. DIST STATEMENT<br>REQUIRED<br><br><b>N/A</b> | 10. FREQUENCY<br><b>AsReg</b>                            | 12. DATE OF FIRST SUBMISSION<br><b>See Blk. 16</b>             | 14. DISTRIBUTION                             |                                                                                                                                               |  |       |  |       |     |      |
| 8. APP CODE                                                                           |                                                 | 11. AS OF DATE<br><b>N/A</b>                             | 13. DATE OF SUBSEQUENT<br>SUBMISSION<br><br><b>See Blk. 16</b> |                                              |                                                                                                                                               |  |       |  |       |     |      |
|                                                                                       |                                                 |                                                          |                                                                | a. ADDRESSEE                                 | b. COPIES<br><table border="1"> <tr> <td></td> <td colspan="2">Final</td> </tr> <tr> <td>Draft</td> <td>Reg</td> <td>Spec</td> </tr> </table> |  | Final |  | Draft | Reg | Spec |
|                                                                                       | Final                                           |                                                          |                                                                |                                              |                                                                                                                                               |  |       |  |       |     |      |
| Draft                                                                                 | Reg                                             | Spec                                                     |                                                                |                                              |                                                                                                                                               |  |       |  |       |     |      |

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| G. PREPARED BY<br><br>Joe T. McClure |  | H. DATE<br><br>8/13/03 | I. APPROVED BY<br> | J. DATE<br><br>8/19/03 |
|-------------------------------------------------------------------------------------------------------------------------|--|------------------------|-------------------------------------------------------------------------------------------------------|------------------------|

| DATA ITEM DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                       |                                           | Form Approved<br>OMB No. 0704-0188<br>Exp. Date: Jun 30, 1986 |                          |
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| 1. TITLE<br>Contractor's Progress, Status and Management Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                       | 2. IDENTIFICATION NUMBER<br>DI-MGMT-80227 |                                                               |                          |
| 3. DESCRIPTION/PURPOSE<br>3.1 The Contractor's Progress, Status and Management Report indicates the progress of work and the status of the program and of the assigned tasks, reports costs, and informs of existing or potential problem areas.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                       |                                           |                                                               |                          |
| 4. APPROVAL DATE<br>(YYMMDD)<br>860905                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)<br>N/SPANAR |                                           | 6a. DTIC REQUIRED                                             |                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                       |                                           | 6b. GPOEP REQUIRED                                            |                          |
| 7. APPLICATION/INTERRELATIONSHIP<br>7.1 This Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement for this data included in the contract.<br>7.2 This DID may be applied in any contract and during any program phase.<br>7.3 This DID supersedes DI-A-2090A, DI-A-3025A, UDI-A-22050B, UDI-A-22052A, UDI-A-23960, DI-A-30024, and DI-A-30606. (cont. on page 2)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                       |                                           |                                                               |                          |
| 8. APPROVAL LIMITATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                       | 9a. APPLICABLE FORMS                      |                                                               | 9b. AMSC NUMBER<br>N3947 |
| 10. PREPARATION INSTRUCTIONS<br>10.1 <u>Contract</u> -- This data item is generated by the contract which contains a specific and discrete work task to develop this data product.<br>10.2 <u>Format</u> - This report shall be typewritten on standard size (e.g. 8 1/2" by 11") white paper, and securely stapled. Pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. The report shall be prepared in the contractor's format and shall be legible and suitable for reproduction.<br>10.3 <u>Content</u> - The report shall include:<br>a. A front cover sheet which includes the contractor's name and address, the contract number, the nomenclature of the system or program, the date of the report, the period covered by the report, the title of the report, either the serial number of the report or the Contract Data Requirements List (CDRL) sequence number, the security classification, and the name of the issuing Government activity;<br>b. Description of the progress made against milestones during the reporting period;<br>c. Results, positive or negative, obtained related to previously-identified problem areas, with conclusions and recommendations;<br>d. Any significant changes to the contractor's organization or method of operation, to the project management network, or to the milestone chart;<br>e. Problem areas affecting technical or scheduling elements, with background and any recommendations for solutions beyond the scope of the contract;<br>f. Problem areas affecting cost elements, with background and any recommendations for solutions beyond the scope of the contract;<br>g. Cost curves showing actual and projected conditions throughout the contract;<br>h. Any cost incurred for the reporting period and total contractual expenditures as of reporting date;<br>i. Person-hours expended for the reporting period and cumulatively for the contract;<br>j. Any trips and significant results; (cont. on page 2) |  |                                                       |                                           |                                                               |                          |

DD Form 1564, FEB 85

Previous edition is obsolete.

PAGE 1 OF 2 PAGES

DI-MGMT- 80227

7. APPLICATION/INTERRELATIONSHIP (Cont'd)

7.4 Paragraphs 10.3.f, 10.3.g, and 10.3.h herein should be tailored on DD Form 1423 when such cost data is already submitted through a sophisticated cost reporting system under the contract.

10. PREPARATION INSTRUCTIONS (Cont'd)

- k. Record of all significant telephone calls and any commitments made by telephone;
- l. Summary of Engineering Change Proposal (ECP) status, including identification of proposed ECPs, approved ECPs, and implemented ECPs;
- m. Contract schedule status;
- n. Plans for activities during the following reporting period;
- o. Name and telephone number of preparer of the report;
- p. Appendixes for any necessary tables, references, photographs, illustrations, and charts.

\*U.S. GOVERNMENT PRINTING OFFICE: 1986-704-037/50176

## DATA ITEM DESCRIPTION

Title: TECHNICAL REPORT - STUDY/SERVICES

Number: DI-MISC-80508A

Approval Date: 7 November 2000

Office of Primary Responsibility: G/TS-ALS

GIDEP Applicable: No

Applicable Forms: No

AMSC Number: G7408

DTIC Applicable: Defense Technical Information Center (DTIC), 8725 John J. Kingman Rd., Ste. 0944, Ft. Belvoir, VA 22060-6218

### Use/Relationship

A technical report provides fully documented results of studies or analyses performed. This data item description contains the format and content instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.

This DID supersede DI-MISC-80508.

### Requirements:

#### 1. Format.

- (a) The report and all attachments shall be typewritten, or otherwise clearly lettered, and shall be duplicated using non-fading ink.
- (b) Text shall be prepared on standard letter size paper (8 1/2" x 11").
- (c) When attachments are included, they shall be fully identified, referenced in the text, and folded to conform to the size paper used in the report.
- (d) Security classification and distribution markings shall conform to the requirements of the contract, purchase description and security requirements checklist, as applicable.

#### 2. Content.

- (a) Title Page - Identifies the report by providing contract number, project name or purchase description title, task number, and reporting period.
- (b) Table of Contents
- (c) Section I - Includes the following:
  - (1) Introduction
  - (2) Summary - A brief statement of results obtained from the analytic effort.
  - (3) Conclusions and their condensed technical substantiation's.
- (d) Section II - A complete and detailed description of the analytic results which led to the conclusions stated in Section I above.

Page 1 of 1 Page

# DATA ITEM DESCRIPTION

Form Approved  
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.

## 1. TITLE

Scientific and Technical Reports

## 2. IDENTIFICATION NUMBER

DI-MISC-80711A

## 3. DESCRIPTION/PURPOSE

3.1 Scientific and Technical Reports document and disseminate the precise nature and results of analytical studies; research, development, test and evaluation (RDT&E) on an assigned task(s) to the analytical, scientific, technical and management community. Scientific and Technical Reports, may be definitive for the subject presented, exploratory in nature, or an evaluation of critical subsystem or of technical problems.

## 4. APPROVAL DATE (YYYYMMDD)

20000121

## 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

L/DD

## 6a. DTIC APPLICABLE

X

## 6b. GIDEP APPLICABLE

## 7. APPLICATION/INTERRELATIONSHIP

7.1 This DID contains the format requirements and preparation instructions for the information product generated by the specific and discrete task requirement as delineated in the contract.

7.2 This DID is applicable to the elements, organization and design of technical publications.

7.3 This DID supersedes UDI-S-23272C, DI-S-4057, DI-S-3591A, and DI-MISC-80711.

7.4 Defense Technical Information Center (DTIC), 8725 John J. Kingman Rd., Ste. 0944, Ft. Belvoir, VA 22060-6218

## 8. APPROVAL LIMITATION

### 8a. APPLICABLE FORMS

SF 298

### 8b. AMSC NUMBER

L7382

## 10. PREPARATION INSTRUCTIONS

10.1 Reference document. The applicable issue of the documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.

10.2 Document format shall be in accordance with ANSI/NISO Z39.18 Scientific and Technical Reports -- Elements, Organization, and Design.

10.3 Document content shall be clearly written, describe accomplishments and other facts adequately with no technical errors, and be acceptable for release. If marked unclassified, unlimited, they should be accompanied by a letter certifying that the documents have been cleared for public release and sale, to include foreign nationals.

## 11. DISTRIBUTION STATEMENT

Distribution Statement A: Approved for public release; distribution is unlimited.

## DATA ITEM DESCRIPTION

**Title:** Contractor's Configuration Management Plan

**Number:** DI-CMAN-80858B

**Approval Date:** 20000930

**AMSC Number:** D7392

**Limitation:** N/A

**DTIC Applicable:** No

**GIDEP Applicable:** No

**Office of Primary Responsibility:** D/DUSD(AT&L)SE

**Applicable Forms:** N/A

**Use, Relationships:** The Contractor's Configuration Management (CM) Plan describes the contractor's configuration management program, how it is organized, how it will be conducted, and the methods procedures and controls effective configuration identification, change control, status accounting, and audits of the total configuration, including hardware, software and firmware. The principle use is to provide the government a basis for review, evaluation and monitoring of the CM program and its proposed components.

This Data Item Description (DID) contains the content and preparation instructions for the data product resulting from the work task specified in the contract.

Data Item Description submittal in Extensible Markup Language (XML) is acceptable. An XML Document Type Definition (DTD), associated XML document template, and other information is available from <http://www.geia.org/836/>

This DID supersedes DI-CMAN-80858A.

### Requirements:

1. Reference documents. The applicable issue of any documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.
2. Format and content. The Contractor's CM Plan shall be prepared in contractor format. The Contractor's CM Plan content shall be in accordance with the contractor's processes and procedures, or as specified in the contract. The following references may be useful in defining content: ANSI/EIA-649-1998, National Consensus Standard for Configuration Management (paragraphs 5.2.5 and 5.3.3); ISO 10007, Quality Management-Guidelines for Configuration Management; and MIL-HDBK-61, Configuration Management Guidance (Section 2 and Appendix A).

END OF DI-CMAN-80858B

## DATA ITEM DESCRIPTION

Form Approved  
OMB No. 0704-0188

TITLE

TEST PLAN

2. IDENTIFICATION NUMBER

DI-NDTI-80566

## 3. DESCRIPTION/PURPOSE

3.1 The Test Plan outlines the plans and performance objectives at every level of testing on systems or equipment. It provides the procuring activity with the test concept, objectives and requirements to be satisfied, test methods, elements, responsible activities associated with the testing, measures required, and recording procedures to be used.

4. APPROVAL DATE  
(YYMMDD)  
8804135. OFFICE OF PRIMARY  
RESPONSIBILITY (OPR)  
G/T2136a. DTIC  
APPLICABLE6b. GIDEP  
APPLICABLE

## 7. APPLICATION/INTERRELATIONSHIP

7.1 The Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirements as delineated in the contract.

7.2 This DID is applicable to system and equipment tests that include design evaluation tests, engineering tests, preliminary qualification tests, formal qualification tests, human factor tests, operational tests and acceptance tests.

(Continued on Page 2)

## 8. APPROVAL LIMITATION

9a. APPLICABLE FORMS

9b. AMSC NUMBER  
64379

## 10. PREPARATION INSTRUCTIONS

10.1 General. The test plan shall document in detail the contractor's plan for conducting tests and analyzing the test results to show how the system, when fielded, will satisfy the requirements of the applicable design specification.

10.2 Format. The plan shall be in the contractor's format.

10.3 Content.

10.3.1 Title page. The title page shall include the following:

- a. Title of the test to be conducted.
- b. Identification of system being tested.
- c. Contractor's name.
- d. Contract number.
- e. Security classification.
- f. Distribution statement.

10.3.2 Introduction. Consists of an overview of the objectives of the test plan, including flow diagrams, milestones, personnel participation, locations, schedules, and security measures to be observed. The plan shall include the following:

(Continued on Page 2)

## 11. DISTRIBUTION STATEMENT

DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

## DI-NDTI-80566

## Block 7, APPLICATION/INTERRELATIONSHIP (continued)

7.3 This DID supersedes DI-T-5204.

## Block 10, PREPARATION INSTRUCTIONS (continued)

10.3.3 Flow Diagrams. The flow diagrams will reflect a functional description of the test program using a block diagram portrayal of the functions that must be met to satisfy the total test program. Functions shall be numbered 1.0, 2.0, 3.0, etc.

10.3.4 Milestones. Identifies the start and expected completion dates of each test to be performed.

10.3.5 Participation. Identifies the government and contractor participation roles and responsibilities.

10.3.6 Location. Identifies the facilities where the testing will be performed.

10.3.7 Schedule. States when testing will be performed, whether testing is on schedule, and if not, what procedures will be taken to meet the schedule.

10.3.8 Security. Identify and state briefly any security measures or guidelines to be observed.

10.3.9 Master test list. Lists all tests to be accomplished in the order they are to be performed. A separate listing for each location shall be provided. Each listing shall include the following:

10.3.9.1 Test description. Name and brief description of test to be performed.

10.3.9.2 Applicable specification(s). The specifications shall be identified as follows:

- a. Title and identification number.
- b. Paragraph number associated with the test.
- c. Title of test.
- d. Functional category of test.

10.3.9.3 Parameters. The number of cycles the test will be performed and selected parameters to be observed.

10.3.9.4 Special tests. Provides a list of special or unusual tests and examinations necessary to verify satisfactory equipment performance to specifications.

## DI-NDTI-80566

## Block 10, PREPARATION INSTRUCTIONS (continued)

10.3.9.5 Test classification category. State the functional area of each test performed.

10.3.9.6 Test Objectives. Describes the objective of each test performed, including the criteria, baseline, duration, and number of times each test should be performed.

- a. Success/failure criteria.
- b. Baseline.
- c. Duration.
- d. Quantity of test.

10.3.9.7 Test equipment. List all equipment to be used in the test and identify as follows:

- a. Description.
- b. Nomenclature
- c. Serial number.

10.3.9.8 Support equipment. List all support equipment that will be used to perform the tests and identify as follows:

- a. Description.
- b. Nomenclature
- c. Serial Number.
- d. Calibration constants.
- e. Calibration procedures.
- f. Operating instructions.

10.3.9.9 Special test equipment. List all special test equipment required to be designed or fabricated for use on the program as follows:

- a. Description.
- b. Nomenclature.
- c. Date required.

10.3.9.10 Approach. Describes the steps used to perform each test.

10.3.9.11 Instrumentation. Indicates the type and recording devices that will be used and the number and types of parameters to be recorded.

10.3.9.12 Data reduction and analysis. Describes data to be recorded and the data reduction and analysis techniques that will be used to interpret the data.

10.3.9.13 Government test facilities. Identifies applicable facility and includes a reference to the appropriate facility requirements documents.

10.3.10 Validation procedure. An overview of the procedures that the contractor will use to validate the test results.

## DATA ITEM DESCRIPTION

Form Approved  
OMB No. 0704-0188

## 1. TITLE

TEST PROCEDURE

## 2. IDENTIFICATION NUMBER

DI-NDTI-80603

## 3. DESCRIPTION/PURPOSE

3.1 The test procedure identifies the step-by-step testing operations to be performed on items under going developmental, qualification, or acceptance testing. It identifies items to be tested, the test equipment and support required, the test conditions to be imposed, the parameters to be measured, and the pass/fail criteria against which the test results

(continued on page 2)

4. APPROVAL DATE  
(YYMMDD)

880601

## 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

G/T2137

## 6a. DTIC APPLICABLE

## 6b. GIDEP APPLICABLE

## 7. APPLICATION/INTERRELATIONSHIP

7.1 This Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirements as delineated in the contract.

7.2 This DID is applicable to contracts requiring tests to be performed for the purpose of developmental or environmental evaluation, acceptance testing, and item qualification testing.

7.3 This DID supersedes DI-T-5248 and DI-T-5301

## 8. APPROVAL LIMITATION

## 9a. APPLICABLE FORMS

## 9b. AMSC NUMBER

G4428

## 10. PREPARATION INSTRUCTIONS

10.1 Format Requirements. The test procedure shall be in the contractor's format on 8 1/2 x 11 inch paper. It shall be bound in such a manner that pages may be removed or inserted without damage or mutilation.

10.2 Content requirements. The test procedure shall contain the following:

10.2.1 Front matter.

10.2.1.1 Cover and title page. The following information shall be included on the cover and title page:

- a. Date of issue.
- b. Revision date (If applicable).
- c. Procedure document identification number.
- d. Contract number.
- e. Contractor's name and address.
- f. Type of procedure, including purpose (e.g., first article test, developmental evaluation, qualification, environmental (specify), acceptance, or other).
- g. Identification of the system, subsystem, or equipment to be tested.
- h. Security classification (if applicable)

(continued on page 2)

## 11. DISTRIBUTION STATEMENT

DISTRIBUTION STATEMENT A: Approved for public release, distribution is unlimited.

DI-NDTI-80603

## Block 3. DESCRIPTION/PURPOSE

will be measured. The document is a compilation of individual test procedures for related elements of a system, subsystem, or equipment.

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## Block 10. PREPARATION INSTRUCTIONS (continued)

10.2.1.2 Record of changes. A record of change pages shall be included to provide for tracking of changes to the test procedures.

10.2.1.3 Table of contents. A table of contents is required when more than one test procedure is included in the test procedures document. It shall identify the page location of each procedure number, procedure title, and related equipment nomenclature.

10.2.2 Body of document. For each test procedure, the following information is required:

10.2.2.1 Procedure number. Each procedure shall have a unique number assigned to it.

10.2.2.2 Title of procedure. The title should relate to the purpose of the test.

10.2.2.3 Introduction. The following shall be addressed in the introduction:

10.2.2.3.1 Purpose of test. (As specified in the contract tasking document.)

10.2.2.3.2 System, subsystem, or equipment to be tested. The following identification information shall be provided:

- a. Nomenclature
- b. Model or part number.
- c. Type of test item (prototype, production item, laboratory model, etc.)
- d. Applicable specification.

10.2.2.3.3 Test requirements. Includes the following, each related to the prescribing contract requirement paragraph (specification, standard, plan, or work statement).

- a. Required tests, and parameters to be measured.
- b. Performance requirements, acceptance or compliance limits, and environmental criteria.

10.2.2.3.4 Referenced documents. A list by title, number, date, and source of those documents cited in the test procedure.

## DI-NDTI-80603

## Block 10. PREPARATION INSTRUCTIONS

10.2.2.4 Required test equipment. Includes the following for each piece of test equipment required to perform the procedure:

- a. Nomenclature.
- b. Use of test equipment.
- c. Model Number (if applicable).
- d. Manufacturer (if mandatory).
- e. Accuracy and calibration requirements.
- f. Range or spectrum of measurements required.

10.2.2.5 Table of tests. This table lists each test performed under the procedure in the sequence it is to be performed, identified to the procedure paragraph and the related specification/contract requirement.

10.2.2.6 Step-by-step procedure. The following shall be included for each step of the test procedure:

- a. Test set-up diagrams, including test equipment connections.
- b. Input and output instrumentation points.
- c. Test item operating limits and test conditions to be imposed.
- d. Performance parameters to be measured.
- e. Step-by-step operations to obtain the required data.
- f. Caution and safety warnings as appropriate.

10.2.2.7 Data sheets. Data sheets shall be included with the procedure, or be separately attached at the end of all procedures. They shall provide for:

- a. Identification of item tested, including model and serial numbers.
- b. Recording of test measurements.
- c. Identification of required or objective performance values, with tolerances.
- d. Identification of applicable procedure paragraph.
- e. Date of test.
- f. Signature of technician or inspector performing the tests.

10.2.2.8 Support requirements. Any special support requirements would be included in this section, such as:

- a. Use of special facilities or test ranges.
- b. Personnel requirements (numbers, types, qualifications).
- c. Unusual electrical, hydraulic, pneumatic, etc. requirements.
- d. Support equipment requirements.

# DATA ITEM DESCRIPTION

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0180), Washington, DC 20503.

## 1. TITLE

TEST/INSPECTION REPORT

## 2. IDENTIFICATION NUMBER

DI-NDTI-80809B

## 3. DESCRIPTION/PURPOSE

3.1 The test/inspection report is used to document test/inspection results, findings, and analyses that will enable the government or contracting agency to evaluate compliance with system requirements, performance objectives, specifications, and test/inspection plans.

## 4. APPROVAL DATE (YYMMDD)

970124

## 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

F/AFMC-DOP

## 6a. DTIC APPLICABLE

## 6b. GIDEP APPLICABLE

## 7. APPLICATION/INTERRELATIONSHIP

7.1 This data item description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.

7.2 This DID is applicable to engineering (developmental), preliminary qualification, qualification, and acceptance testing.

7.3 This DID supersedes DI-NDTI-80809A and DI-MISC-80653.

## 8. APPROVAL LIMITATION

## 9a. APPLICABLE FORMS

## 9b. AMSC NUMBER

F7231

## 10. PREPARATION INSTRUCTIONS

10.1 Format. Contractor format is acceptable. Organize the information required by paragraph 10.2 and its subparagraphs in a manner that facilitates presentation and understanding

10.2 Content. The test/inspection report shall contain the following information, as applicable.

10.2.1 Cover and title page. The following information shall appear on the outside front cover and title page:

- Report date.
- Report number (contractor or government)
- Contractor's name, address, and commercial and government entity code.
- Contract number and contract line item number or sequence number (if applicable).
- Type of test/inspection (for example, first article acceptance test, quality conformance inspection, developmental test, qualification test, environmental test).
- Identification of item tested/inspected.
- Date or period of test/inspection.
- Name and address of requiring government activity.
- Security classification, downgrading and declassifying information, if applicable.

(Continued on page 2)

## 11. DISTRIBUTION STATEMENT

DISTRIBUTION STATEMENT A: APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED.

DI-NDTI-80809B

Block 10, Preparation Instructions (continued)

10.2.2 Table of contents. The table of contents shall identify the following:

- a. The title and starting page of each major section, paragraph, and appendix of the report.
- b. The page, identifying number, and title of each illustration (for example; figure, table, photograph, chart, and drawing).

10.2.3 Introduction. The introduction shall include the following information:

10.2.3.1 Test/inspection objective(s). The specific test/inspection objective(s) as specified in the contract tasking document.

10.2.3.2 Item(s) tested/inspected. Complete identification of the item(s) tested/inspected including the following:

- a. Nomenclature.
- b. National stock number.
- c. Model number, part number, and serial number
- d. Type of item (for example, prototype, production item, laboratory model).
- e. Serial or lot number.
- f. Applicable engineering changes.
- g. Production item specification, if applicable.
- h. Date of manufacture.

10.2.3.3 Test/inspection requirements. Complete identification of the test/inspection requirements correlated to contractual requirements including the following:

- a. Required test/inspection parameters.
- b. Performance requirements, acceptance or compliance limits, and environmental criteria.

10.2.4 Summary. Complete test/inspection report summary including the following:

- a. A brief discussion of the significant test/inspection results, observations, conclusions, and recommendations covered in greater detail elsewhere in the report.
- b. Proposed corrective actions and schedules for failures or problems encountered.
- c. Identification of deviations, departures, or limitations encountered, referenced to the contract requirements.
- d. Tables, graphs, illustrations, or charts as appropriate to simplify the summary data.

10.2.5 Reference documents. Complete identification of all documents referenced in the test/inspection report including the following, as applicable:

- a. Prior test/inspection reports on the same item.
- b. Test/inspection plans and procedure documents.
- c. Prior certifications of compliance.
- d. Contractor's file designation where test/inspection records are maintained.
- e. Input parameters used.

The applicable issue of the documents cited therein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.

10.2.6 Body of report. The body of the test/inspection report shall be as follows:

10.2.6.1 Test equipment identification. Complete identification of each item of test equipment used in the test/inspection including the following:

- a. Nomenclature.
- b. Model number.
- c. Serial number.
- d. Manufacturer.
- e. Calibration status.
- f. Accuracy data.
- g. Comments, if applicable.

10.2.6.2 Test/inspection facility installation and set-up. Complete description of the physical set-up used in conducting the test/inspection to include the following:

- a. Location or orientation of the item.
- b. Location, orientation, or settings of test equipment and instrumentation.
- c. Location, orientation, or settings of sensors and probes.
- d. Location or orientation of interconnections, cables, and hoop-ups.
- e. Electrical power, pneumatic, fluidic, and hydraulic requirements.

Drawings, illustrations, and photographs may be used for clarification.

10.2.6.3 Test/inspection procedures. Complete description of the procedures used in conducting the test/inspection to include the following:

- a. Item selection and inspection that verified suitability for test/inspection.
- b. Summarized sequence of testing/inspection steps, including a description of how the item was operated during the test/inspection, and any control conditions imposed.

10.2.6.4 Test/inspection results and analysis. A copy of all test/inspection results and analysis to include the following:

10.2.6.4.1 Recorded data. The actual recorded data (for example, log book entries, oscillographs, instrument readings, plotter graphs). If the recorded data is extensive, provide it in an appendix.

10.2.6.4.2 Test/inspection results. Identification of all test/inspection results to include the following:

- a. Matrices comparing results achieved against test/inspection objectives or requirements.
- b. A discussion of these matrices as to their significance, and how they compare to any prior test/inspections.
- c. Calculation examples.
- d. Discussion of anomalies, deviations, discrepancies, or failures, including their impact, causes, and proposed corrective actions. The discussion shall address discrepancies between design requirements and the tested/inspected configuration.

10.2.6.5 Conclusions. Test/inspection conclusions distinguished between objective and subjective to include the following:

- a. The effectiveness of the test/inspection procedures in measuring item performance.

- b. The success or failure of the item to meet required test/inspection objectives.
- c. The need for repeat, additional, or alternative tests/inspections.
- d. The need for item redesign or further development.
- e. The need for improved test/inspection procedures, techniques, or facilities.
- f. The adequacy and completeness of the test/inspection requirements.

10.2.6.6 Recommendations. Recommendations appropriate to the test/inspection results and conclusions including the following:

- a. Acceptability of the item tested/inspected (pass or fail).
- b. Additional testing/inspection required.
- c. Redesign required.
- d. Problem resolution.
- e. Test/inspection procedure or facility improvements.
- f. Disposition of items tested/inspected.
- g. Documentation changes required.
- h. Testing/inspection improvements.

10.2.7 Authentication. The following certifications shall be included, as applicable:

10.2.7.1 Authentication of test/inspection results. A statement that the test/inspection was performed in accordance with applicable test/inspection plans and procedures, and that the results are true and accurate. The authentication shall include the signature of the contractor personnel that performed the test(s)/inspection(s), a contractor representative authorized to make such certification, and any government witnesses.

10.2.7.2 Authentication of prior validation. A statement identifying those requirements not tested/inspected or measured that were previously validated. Include identification of the data and method employed for such validation (for example, prior test/inspection, analytical verification, equivalent item, and so on). The authentication shall include the signature of a contractor representative authorized to make such authentication and any government witness.

10.2.7.3 Authentication of acceptability. A statement that the item tested/inspected either passed or failed item acceptability requirements. This authentication shall include the signature of a contractor representative authorized to make such authentication and any government witness.

10.2.8 Appendices. Appendices shall be used to append detailed test/inspection data, drawings, photographs, or other documentation too voluminous to include in the main body of the report. This includes referenced documentation not previously provided by the government, and test/inspection reports from any associated test/inspection activity that may have performed some of the testing/inspecting requirements.

# DATA ITEM DESCRIPTION

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.

## 1. TITLE

Conference Agenda

## 2. IDENTIFICATION NUMBER

DI-ADMIN-81249A

## 3. DESCRIPTION / PURPOSE

3.1 The conference agenda provides information concerning purpose, location, and schedule of conferences required to manage the acquisition of systems equipment, related items, and services.

4. APPROVAL DATE  
(YYMMDD)  
931001

5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)  
F/ESC/EN-4

6a. DTIC APPLICABLE

6b. GIDEP APPLICABLE

## 7. APPLICATION / INTERRELATIONSHIP

7.1 This Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.

7.2 This DID supersedes DI-ADMIN-81249.

## 8. APPROVAL LIMITATION

8a. APPLICABLE FORMS

8b. AISC NUMBER

F6968

## 10. PREPARATION INSTRUCTIONS

10.1 Format. Contractor format is acceptable.

10.2 Content. The agenda shall include the following, where applicable:

- The purpose and objective of the conference.
- The conference location, date, and duration.
- A daily chronological listing of each major topic or subtopic to be discussed and the time to be devoted to each topic.
- A list of activities to be represented and identification of their responsibilities.
- A list of subcommittees to be established during the conference and the proposed activity representation for each subcommittee.
- Reference to and brief description of the results of previous meetings, when relevant.

(Continued on Page 2)

## 11. DISTRIBUTION

DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

**Block 10, Preparation Instructions (Continued)**

- g. Location, schedule, and purpose or subject area to be covered by each subcommittee, when applicable.
- h. Names of the conference chairperson, co-chair, and subcommittee chairs, when applicable.
- i. Information on billeting, messing, transportation, and administrative services available to conference attendees.
- j. Complete list of all documentation to be available for review.
- k. Brief description of progress on actions or problems identified at previous meetings, when applicable.
- l. Other pertinent information such as forms to be used, identification of any deviations or waivers, security classification, and clearance requirements.

# DATA ITEM DESCRIPTION

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 180 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.

## 1. TITLE

Conference Minutes

## 2. IDENTIFICATION NUMBER

DI-ADMIN-81250A

## 3. DESCRIPTION / PURPOSE

3.1 Conference minutes provide documentation of technical information provided, and decisions and agreements reached, at meetings.

## 4. APPROVAL DATE (YYYYMMDD)

931001

## 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

F/ESC/EN-4

## 6a. DTIC APPLICABLE

## 6b. GIDEP APPLICABLE

## 7. APPLICATION / INTERRELATIONSHIP

7.1 This Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.

7.2 This DID supersedes DI-ADMIN-81250.

## 8. APPROVAL LIMITATION

## 9a. APPLICABLE FORMS

## 9b. AMSC NUMBER

F6969

## 10. PREPARATION INSTRUCTIONS

10.1 **Format.** Contractor format is acceptable.

10.2 **Content.** The minutes shall include the following information:

- a. A title page containing the following:
  - (1) Title - type of meeting and date.
  - (2) Identification of the acquisition (system, equipment, contract number) for which the meeting was held.
  - (3) Space for signatures of the designated representatives of the contractor and acquisition activity.
  - (4) The name of the contractor and address to which the acquisition activity should acknowledge receipt of comments.
- b. The purpose and objective of the conference.
- c. The conference location.
- d. A summary of the discussions, decisions, agreements reached, and directions of the conference or individual subcommittees thereof.

(Continued on Page 2)

## 11. DISTRIBUTION

DISTRIBUTION STATEMENT A. Approved for public release; distribution is unlimited.

**Block 10, Preparation Instructions (Continued)**

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e. A list of attendees by name, rank, rate, grade or position, activity represented, activity code, and phone numbers as appropriate.

f. Action items resulting from the conference.

## DATA ITEM DESCRIPTION

**Title:** ENGINEERING CHANGE PROPOSAL (ECP)

**Number:** DI-CMAN-80639C

**Approval Date:** 20000930

**AMSC Number:** D7388

**Limitation:** N/A

**DTIC Applicable:** No

**GIDEP Applicable:** No

**Office of Primary Responsibility:** D/DUSD(AT&L)SE

**Applicable Forms:** N/A

**Use, Relationships:** An Engineering Change Proposal (ECP) provides the documentation in which the engineering change is described. It includes change impacts to systems, configuration items and other associated configuration documentation affected by the proposed change. In addition, it typically describes how the proposed change will be implemented along with providing estimated schedules and associated costs.

This Data Item Description (DID) contains the format, content and preparation instructions for the data product resulting from the work task specified in the contract. This DID is used in conjunction with a Notice of Revision (NOR) (DI-CMAN-80642B). A requirement for NORs should be contractually imposed in conjunction with this DID.

Data Item submittal in Extensible Markup Language (XML) is acceptable. An XML Document Type Definition (DTD), associated XML document template, and other information is available from <http://www.geia.org/836/>

This DID supersedes DI-CMAN-80639B.

### Requirements:

1. Reference documents. The applicable issue of any documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.
2. Format and content. The Engineering Change Proposal (ECP) shall be prepared in contractor format. . The ECP content shall include, where applicable, the following information:
  - a. the change priority, change classification, and change justification
  - b. a complete description of the change to be made and the need for that change
  - c. complete listing of other configuration items impacted by the proposed change and a description of the impact on those CIs.
  - d. proposed changes to documents controlled by the government.
  - e. proposed serial (or lot) number effectivities of units to be produced in, or retrofitted to, the proposed configuration.
  - f. recommendation about the way a retrofit should be accomplished.
  - g. impacts to any logistics support elements (such as software, manuals, spares, tools, and similar) being utilized by government personnel in support of the product.
  - h. impacts to the operational use of the product
  - i. complete estimated life-cycle cost impact of the proposed change
  - j. milestones relating to the processing and implementation of the engineering change

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## DI-CMAN-80639C

The following references may be useful in defining content: MIL-HDBK-61, Configuration Management Guidance (paragraph 4.2 and Table 4-6) and ANSI/EIA-649-1998, National Consensus Standard for Configuration Management (paragraph 5.3.1).

END OF DI-CMAN-80639C.

**PAST PERFORMANCE QUESTIONNAIRE COVER SHEET**

**FOR SOLICITATION NUMBER N00174-04-R-0002**

Name of offeror questionnaire is being completed for: \_\_\_\_\_

\*\*\*\*\*

Name of agency/activity completing questionnaire: \_\_\_\_\_

Name and title of the person completing questionnaire: \_\_\_\_\_

Length of time your agency/activity has been involved with the offeror: \_\_\_\_\_

**SUBMIT PAST PERFORMANCE QUESTIONNAIRE BY \_\_\_\_\_**  
**TO:**

Naval Surface Warfare Center  
101 Strauss Avenue, Bldg. 1558  
Indian Head, MD 20640-5035  
DONNA M. CHANEY, Contract Specialist, Code 1141  
e-mail address: Chaneydm@ih.navy.mil

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**RATING SCALE**

Please use the following ratings to answer the questions.

**EVALUATION CRITERIA**

**Excellent** - The offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.

**Good** - The offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the offeror again.

**Average** - The offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the offeror again.

**Poor** - The offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the offeror again under any circumstances.

**N/A** - The contractual performance of the element being assessed was never a requirement, never an issue, or there is no knowledge of the element in question.

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- [illegible]

- [illegible]

# **PAST PERFORMANCE MATRIX**

| References | \$ Value of Contract | Work Description | Contract Completed on Time YES / NO | Contract Completed at Cost YES / NO (if no % of overrun) | Provide Explanation for NO answers |
|------------|----------------------|------------------|-------------------------------------|----------------------------------------------------------|------------------------------------|
|            |                      |                  |                                     |                                                          |                                    |
|            |                      |                  |                                     |                                                          |                                    |
|            |                      |                  |                                     |                                                          |                                    |

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

SOURCE SELECTION INFORMATION  
SEE FAR 3.104

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

## QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

To comply with recent NAVSEA directives to facilitate performance-based services contracting, Indian Head Division / NSWC and the Special Projects Team now incorporate performance requirements based upon the *Contractor Performance Assessment Reporting System (CPARS)* and *Best-value performance measurement factors* into our contracts and Task Orders. Contractor performance will be assessed on a continuing basis by review of deliverables, technical meetings, and general contacts with the contractor. Informal contract management performance reviews will be conducted quarterly and a formal Quality Performance Review will be conducted at the conclusion of each Task Order. A CPARS-type evaluation of all Task Orders performed (in whole or in part) under a given contract will be conducted on an annual basis.

The QASP provides for contractor performance evaluation in five (5) general areas. Each performance assessment will contain the following three elements: *Performance Objective(s)*, *Performance Measurement Factors*, and *Performance Rating Definitions*. When taken in the aggregate, these elements constitute the performance evaluation under the QASP of the individual Task Orders issued under the related contracts. A brief description of each of the three (3) elements is as follows:

***Performance Objective*** – The contract or Task Order delineation of *Deliverables* and/or overall objective(s) as described under the Scope.

***Performance Measurement Factor (PMF)*** – The critical key characteristics or aspects of achieving the objective(s) that will be monitored by the Government (IHDIIV / NSWC, SPT), those matters about which the Government will be gathering data. Each objective will likely have one or more *performance measurement factors*.

***Performance Rating and Definitions*** – An adjectival and/or numerical *rating* with *definition* of the meaning of each *Rating* level when applied to each *performance measurement factor*. The technical monitor (COR) has the responsibility for identification of the applicable PMFs and their relevant incorporation into the specific tasking of a contract. Individual Task Orders may specify a minimum acceptable rating, *target* rating, or range of performance ratings on subtasks for certain PMFs.

When numerical ratings are employed for PMFs, or sub factors within a PMF, the rating numbers will be summed together and averaged to arrive at a single numerical value for each PMF and overall value of all relevant PMFs averaged. Failure of the Contractor to meet the required performance measure specified for an individual Task Order will result at a minimum in the Contractor correcting any deficiencies at no additional cost to the Government.

The tabulated QASP *Performance Measurement Criteria* may include the following:

| QASP Performance Measurement Factor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Rating                                       | Definition                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Performance Schedule</b></p> <p>(i) The degree of Contractor conformance with schedules as established in the applicable Task Order; (ii) the Contractor's early identification of schedule problems and inventiveness in overcoming them to maintain progress; and (iii) the extent to which deliverables were submitted in accordance with established schedules.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p><u>Exceptional</u><br/>[0.9-1.0]</p>      | <p>Performance substantially exceeds expected levels of performance. Numerous significant achievements exist. No significant deficiencies. 100% of the time accurate information is submitted to managers and staff.</p>                                                       |
| <p><b>Management Performance</b></p> <p>The Contractor's effective and economical organization and implementation of all areas of effort including management and technical efforts required to meet Task Order requirements. Particularly to be considered are: (i) establishment of internal mechanisms to assure proper supervision of the work force (including subcontractors), (ii) access to and responsiveness of key personnel to Government needs or to dynamic/urgent requirements, especially the communication, coordination and cooperation with cognizant IH/NSWC officials in the program office to dependably resolve problems that may arise in communications, planning, scheduling or other related areas; (iii) efficient completion of assigned tasks and overall effective use of available resources, and (iv) quality of the business relationships with the Government organizations and with all of its subcontractors and vendors.</p> | <p><u>Very Good</u><br/>[0.8]</p>            | <p>Performance exceeds expected levels and some significant achievements exist. Although some deficiencies may exist, they are only minor and correctable. 90% of the time, costs are within plus 10% of cost estimates. 90% of time is within plus 10% of time estimates.</p> |
| <p><b>Technical Performance</b></p> <p>The Contractor's technical progress based on (i) overall technical approach and rationale; (ii) thoroughness of approach; (iii) innovativeness and creativity in approach; and (iv) integration of technical efforts.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p><u>Satisfactory</u><br/>[0.7]</p>         | <p>Performance meets expected levels. Minimum standards are exceeded and good practices are evident in contract operations. Achievements or deficiencies may or may not exist, but neither is significant.</p>                                                                 |
| <p><b>Work Product Quality/Accuracy</b></p> <p>(i) The overall quality of the Contractor's deliverable work products; (ii) the extent and accuracy of any documentation, references, and background material accompanying a finished deliverable product; and (iii) the appropriateness of the format and clarity of written products, considering the intended audience for the deliverable product.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p><u>Marginal</u><br/>[0.6]</p>             | <p>Performance meets expected levels in some areas and is less than expected levels in other areas. Minimum standards and good business practices are mostly met. No significant achievements exist, but some deficiencies do exist.</p>                                       |
| <p><b>Cost Control</b></p> <p>The Contractor's: (i) actual costs together with realistic cost projections as they relate to estimated Task Order cost; (ii) cost planning/cost-effectiveness; (iii) timely and accurate cost reporting; (iv) clarity of and ability to trace cost relative to work schedule/technical progress; and (v) cost reduction/cost avoidance initiatives.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p><u>Unsatisfactory</u><br/>[0.1 - 0.5]</p> | <p>Performance is less than expected. No significant achievements exist. However, significant deficiencies do exist.</p>                                                                                                                                                       |

NOTE: "*Significant*": a major event or sustained level of performance which due to its importance, has a substantial impact on the contractor's ability to carry out its mission.

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14. L3 Link Simulation and Training  
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Fax: (972) 262-1653
16. STS International, Inc.  
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17. Acme Worldwide Enterprises, Inc.  
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20. Echota Technologies Corporation  
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21. Inter-Coastal electronics, Inc.  
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25. D.P. Associates, Inc.  
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26. Aero Simulations, Inc.  
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27. Zekiah Technologies, Inc.  
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28. BlueShoe Technologies, Inc.  
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(301) 758-5484 (local MD phone number)  
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29. Quantum3D Inc.  
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Fax: (407) 7373-8801

30. OPINICUS Corporation  
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34. Emerging Business Solutions, Inc.  
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Fax: (757) 356-0799
35. Write Woman Computer Products, Inc.  
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36. SYSTALEX Corporation  
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Fax: (301) 251-8505
37. RTI International  
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Fax: (919) 541-6965

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39. Applied Techniques Corporation

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Fax: (301) 638-3613

40. SDS International Inc.

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Fax: (703) 979-7447

41. Metters Industries

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Fax: (407) 380-5227

42. Fidelity Technologies Corporation

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Fax (610) 929-6860

43. The Multitech Group

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46. AMS, Inc.  
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47. SAI – Professional Services Group  
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Fax: (301) 721-8920
48. Blackboard, Inc.  
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Fax: (202) 463-4863
49. TJ Incorporated  
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50. Texas Management Associates, Inc.  
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51. MacKinnon, Inc.  
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52. DME Corporation  
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53. Ocean Systems Engineering Corporation  
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54. Planning & Learning Technologies, Inc.  
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66. Leading Technology Services Corporation  
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67. SAIC  
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68. ViXio Technology, LLC.  
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72. VEIL Interactive Technologies, Inc.  
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73. Genesis VI  
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75. Write Woman Computer Products, Inc.  
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76. Delex Systems, Inc.  
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